



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Southern Cross University
(AG2022/4745)

SOUTHERN CROSS UNIVERSITY ENTERPRISE AGREEMENT 2021

Educational services

COMMISSIONER P RYAN

SYDNEY, 23 AUGUST 2023

Application for approval of the Southern Cross University Enterprise Agreement 2021

[1] Southern Cross University (**Applicant**) has made an application for approval of an enterprise agreement known as the *Southern Cross University Enterprise Agreement 2021* (**Agreement**) pursuant to s.185 of the *Fair Work Act 2009* (**FW Act**). The Agreement is a single enterprise agreement.

Regulation 2.06 Requirements

[2] The application was accompanied by a signature page that did not comply in all respects with Regulation 2.06A of the *Fair Work Regulations 2009* (**FW Regulations**). An amended signature page was subsequently filed. I consider it appropriate in the circumstances to waive an irregularity in the form or manner in which an application was made and do so pursuant to s.586(b) of the FW Act.

Section 190 Undertakings

[3] The employer provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. Pursuant to s.201(3) of the FW Act, the undertakings are taken to be a term of the Agreement.

Section 186, 187, 188 and 190

[4] Further to my decision¹ and subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

¹ *Southern Cross University* [2023] FWC 2077.

Model Flexibility Term

[5] The Agreement does not contain a flexibility term that meets the requirements of s.203 of the FW Act. Pursuant to s.202(4) of the FW Act, the model flexibility term prescribed by the FW Regulations is taken to be a term of the Agreement.

Section 183 Bargaining Representatives

[6] The Community and Public Sector Union (CPSU) and the National Tertiary Education Industry Union (NTEU), each being a bargaining representative for the Agreement, have given notice under s.183 of the FW Act that they want the Agreement to cover them.

[7] In accordance with s.201(2), I note that the Agreement covers the CPSU and the NTEU.

Approval

[8] The Agreement is approved and, in accordance with s.54 of the FW Act and clause 5 of the Agreement, will operate from 13 September 2023. The nominal expiry date of the Agreement is 23 August 2026



COMMISSIONER

Printed by authority of the Commonwealth Government Printer

<AE521238 PR765474>



**Southern Cross
University**

SOUTHERN CROSS UNIVERSITY ENTERPRISE AGREEMENT 2021



Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.

Contents

| | |
|---|----|
| ACKNOWLEDGEMENT | 3 |
| PART 1 - APPLICATION OF AGREEMENT | 3 |
| PART 2 - INTELLECTUAL FREEDOM | 4 |
| PART 3 - TYPES OF EMPLOYMENT | 5 |
| PART 4 - TERMS OF EMPLOYMENT..... | 7 |
| PART 5 - SALARIES & RELATED MATTERS | 8 |
| PART 6 - LEAVE..... | 11 |
| PART 7 - MANAGEMENT FOR PERFORMANCE | 20 |
| PART 8 - CONSULTATION AND MANAGING CHANGE | 25 |
| PART 9 - LABOUR FLEXIBILITY AND REDUNDANCY | 28 |
| PART 10 - DISCIPLINARY PROCEDURES | 30 |
| PART 11 - ACADEMIC STAFF SPECIFIC MATTERS | 32 |
| PART 12 - PROFESSIONAL STAFF SPECIFIC MATTERS | 41 |
| PART 13 – TERMINATION OF EMPLOYMENT | 52 |
| PART 14 – DISPUTE RESOLUTION & GRIEVANCES | 54 |
| PART 15 - WORKPLACE HEALTH AND SAFETY | 56 |
| PART 16 – UNION RESOURCES..... | 57 |
| PART 17 - FLEXIBILITY | 57 |
| SCHEDULE 1: ACADEMIC SALARIES..... | 58 |
| SCHEDULE 2: PROFESSIONAL STAFF SALARIES | 59 |
| SCHEDULE 3: CASUAL ACADEMIC RATES OF PAY (HOURLY RATES)..... | 61 |
| SCHEDULE 4: CASUAL INDIGENOUS STUDY SUPPORT OFFICER RATES OF PAY (HOURLY RATES) | 62 |
| SIGNATURE PAGE..... | 63 |
| APPENDIX A: MINIMUM STANDARDS FOR ACADEMIC STAFF | 64 |
| APPENDIX B: PROFESSIONAL STAFF SECONDARY CLASSIFICATION DESCRIPTORS | 67 |

ACKNOWLEDGEMENT

- 1) Southern Cross University deeply values the long and productive relationships it has with the Aboriginal Elders and Aboriginal communities in the Northern Rivers and beyond. We respect Aboriginal Elders, communities and cultures for their inherent diversity and their generosity sharing their understandings with Southern Cross University. Southern Cross University acknowledges the social disadvantages experienced by Aboriginal communities and we reaffirm our commitment to easing these disadvantages through our teaching, learning, research and community engagement. We support Indigenous Knowledge as a productive, valuable and strong understanding that informs us all. In living these values we will support the ongoing relationship with Aboriginal communities by maintaining the Gnibi Elders Group as a permanent Advisory Committee of the University.
- 2) The University's Indigenous Employment Strategy 2021 – 2026 defines the University's current commitment to improve Indigenous employment outcomes.

PART 1 - APPLICATION OF AGREEMENT

- 3) This Agreement will be known as the Southern Cross University Enterprise Agreement 2021. The Agreement applies to:
 - a) Southern Cross University; and
 - b) Employees employed by Southern Cross University in the classifications detailed in Schedules 1, 2 and 3 of this Agreement.
- 4) This Agreement does not apply to:
 - a) the Vice Chancellor and Executive Members including Deputy Vice Chancellors, Pro Vice Chancellors and Vice Presidents; or
 - b) Heads of School and Directors whose base salary (excluding superannuation and allowances) exceeds the salary levels of Level E Academic or HEW 10 Professional Staff as prescribed in Schedules 1 and 2 of this Agreement.

OPERATION OF THE AGREEMENT

- 5) This Agreement will operate twenty-one (21) days from the date it is approved by the Fair Work Commission (Commencement Date). This Agreement will nominally expire three years from approval by the FWC.
- 6) The University will write to CPSU and NTEU employee representatives three months prior to the expiry of the period of this Agreement to establish administrative and logistics matters related to bargaining for the settling of any replacement Agreement.

RELATIONSHIP WITH THE FWA AND AWARDS, AGREEMENTS AND POLICY

- 7) This Agreement operates subject to the minimum terms and conditions prescribed in the NES. Where a term of this Agreement is less beneficial than the NES, the NES will apply to the extent it is more beneficial.
- 8) This Agreement operates to the exclusion of any other industrial award or agreement.

- 9) Nothing in this Agreement will be taken as incorporating as a term of this Agreement, any strategy, policy, procedure or guideline referred to in this Agreement except where incorporation is expressly stated.

DEFINITIONS

- 10) In this Agreement, unless inconsistent within the context of the subject matter, employee will mean all persons who are academic and professional staff employees of Southern Cross University, not otherwise excluded from this Agreement.
- a) Union means either or both the Community and Public Sector Union/Public Service Association of NSW ("CPSU") or the National Tertiary Education Industry Union ("NTEU").
 - b) University means Southern Cross University.
 - c) Employee representative means a person invited by the employee to represent them and who is either an employee of the University, or a union representative, in either case excluding a person who is currently a practising solicitor or barrister.
 - d) Academic staff means all academic employees employed by the University, and not otherwise excluded, and paid in accordance with the salary rates set out in Schedule 1.
 - e) Professional staff means all professional staff employees employed by the University, and not otherwise excluded, and paid in accordance with the salary rates set out in Schedule 2.
 - f) Executive Member means a person employed by the University in an executive role. Responsibilities allocated to an Executive Member under this Agreement will be taken to be the Executive Member with responsibility for that work unit. Where a conflict of interest is declared, the responsibility will be provided to another Executive Member as nominated by the University.
 - g) 'FWA' means the Fair Work Act 2009 (Cth).
 - h) Head of School means an Executive Dean, Head of School or Director of an Academic work unit or College.
 - i) A Shift Worker for the purposes of this Agreement and the National Employment Standards (NES) is a staff member who works according to a shift roster and whose span of hours may extend beyond 7:00am to 7:00pm Monday to Friday or for grounds and outdoor staff only, beyond 6:00am to 6:00pm.
 - j) A Seven Day Continuous Shift Worker means, for the purpose of the additional week of leave provided by the NES, a staff member who is regularly rostered to work on Sundays and public holidays and where shifts are continuously rostered 24 hours a day seven days a week.

PART 2 - INTELLECTUAL FREEDOM

- 11) The University recognises that intellectual and academic freedom is an inherent right that comes with responsibility and is integral to the proper conduct of teaching, research and other scholarly activity and staff employed by the University have the right to:
- a) pursue critical and open inquiry;
 - b) participate in public debates and express opinions about their discipline or profession, general social issues and higher education issues;

- c) participate in decision making processes within the University via appropriate representation on University committees;
 - d) participate in professional and representative bodies, including trade unions, without fear of harassment or intimidation; and
 - e) undertake all aspects of their role without fear of harassment, bullying, intimidation or unfair treatment.
- 12) An employee can declare their affiliation with the University in making a public comment relevant to their area of expertise.
 - 13) All employees have the right to express unpopular or controversial views but this does not mean that they have a right to defame or slander, harass, vilify, bully or intimidate those who disagree with their views.
 - 14) Intellectual Freedom rights are linked to the responsibilities of employees to support the role of universities as places of independent learning and thought, where ideas may be put forward and opinion expressed freely, and as institutions which must be accountable for their expenditure of public money.
 - 15) Intellectual Freedom rights are also linked to the responsibilities of employees outlined in the University's Code of Conduct.
 - 16) The University reserves the right to issue a public statement rejecting an employee's statements and public comments.

PART 3 - TYPES OF EMPLOYMENT

- 17) Employees may be engaged in any capacity, for example, ongoing, full-time, part-time, casual, fixed-term, maximum-term or for a specified task.

Full-time employment

- 18) Full-time employment means employment other than part-time or casual.

Part-time employment

- 19) Part-time employment means employment for less than weekly ordinary hours of work for a full-time employee, for which all Agreement entitlements are accrued and paid on a pro rata basis according to the employee's ordinary hours of work.

Fixed/maximum-term employment

- 20) Fixed-term employment means full-time or part-time employment for a specified term or ascertainable period, for which the instrument of engagement will specify the starting and finishing dates of that employment (or instead of a finishing date, will specify the circumstance(s) or contingency relating to a specific task or project, upon the occurrence of which the term of the employment will expire).
- 21) Maximum-term employment arrangements may include an option to terminate the employment earlier in defined circumstances.
- 22) Employees:

- a) who were engaged pursuant to a fixed-term contract of employment immediately prior to the commencement date of this Agreement;
- b) who were covered by the Southern Cross University Enterprise Agreement 2018 immediately prior to the commencement of this Agreement; and
- c) whose fixed-term employment continues upon commencement of this Agreement:

will continue to be eligible for severance payments under that contract in accordance with clauses 60 to 63 of the Southern Cross University Enterprise Agreement 2018 upon the commencement of this Agreement.

Conversion from fixed/maximum-term to ongoing employment

- 23) An employee who has performed the same (or substantially similar) duties under a fixed/maximum-term contract of employment for a continuous period of no less than three years will, upon request, be offered conversion to ongoing employment subject to:
 - a) the University's operational requirements;
 - b) the funding arrangements for the employee's position at the University;
 - c) whether the conversion would require a significant change to the time, hours and/or days the employee would be required to work (which could not be accommodated by the University); and
 - d) satisfactory performance.

Casual employees

- 24) Casual employee has the definition prescribed in the FWA.
- 25) For each ordinary hour worked, a casual employee must be paid:
 - a) the hourly rate for the classification in which they are employed; and
 - b) a loading of 25% of the hourly rate (in lieu of all paid leave, notice and redundancy entitlements).
- 26) The casual loading will not be paid for overtime hours worked.
- 27) Nothing in this Agreement:
 - a) prevents an employee from engaging in additional work as a casual employee in work unrelated to, or identifiably separate from, the employee's normal duties; or
 - b) limits the number or proportion of employees that an employer may employ in a particular type of employment.
- 28) Further terms relevant to casual employees can be found in the following sections of this agreement:
 - i) Casual Professional Staff (at clauses 342) to 346) below); and
 - ii) Casual Academic Rates and Definitions (at clauses 252) to 276) below).

Offers and requests for casual conversion

- 29) Offers and requests for conversion from casual employment to full-time or part-time employment are provided for in the NES.

PART 4 - TERMS OF EMPLOYMENT

- 30) Upon engagement, the University must provide to the employee an instrument of appointment which stipulates the type of employment and informs the employee of the terms of engagement at the time of the appointment in relation to:
 - a) for employees other than casual employees, the classification level and salary of the employee on commencement of the employment, and the hours or the fraction of full-time hours to be worked;
 - b) for fixed/maximum-term employees, the term of the employment and the length and terms of any period of probation;
 - c) for professional part-time employees, the University and the part-time employee will agree on the initial regular pattern of work (specifying at least the initial hours worked each day, days of the week the employee will work and the start and finish times each day);
 - d) for casual employees, the duties required, the rate (or rates) of pay and a statement that any additional duties required during the term will be paid for;
 - e) for any employee subject to probationary employment, the length and terms of the probation; and
 - f) other main conditions of employment including the identity of the employer, or the documentary, or other recorded sources from which the conditions derive, and the duties and reporting relationships to apply upon appointment that can be ascertained.
- 31) The University may seek to update employment terms contained in common law contracts of employment from time to time.
- 32) Employees are required to undertake all duties as reasonably and safely directed by the University within their skill and competence. Employees must conduct themselves honestly, be forthcoming with reasonably requested information and maintain the University's trust and confidence in the course of their employment.
- 33) Employees' duties, reporting lines and their place within University's organisational structure may change from time to time based on the operational needs of the University.

Traineeships, Apprenticeships and Early Career Development Fellowships

- 34) Trainees and apprentices will be initially appointed for a maximum period up to the conclusion of their apprenticeship or traineeship.
- 35) An Early Career Development Fellowships (ECDF) appointment will be offered for a maximum period of up to three years.
- 36) The University will offer trainees, apprentices and ECDF conversion to ongoing appointments, upon completion of the initial engagement, subject to; satisfactory completion of any probationary period; satisfactory performance; and the University's ongoing need for the role.

PART 5 - SALARIES & RELATED MATTERS

Salaries

- 37) This Agreement provides for the following salary increases:
- a) 3.25% plus a \$500 increase to annual base salaries effective from the first full pay period commencing on or after 30 January 2023;
 - b) 1.5% effective from first full pay on or after 30 January 2024;
 - c) 1.5% effective from first full pay on or after 30 June 2024;
 - d) 2.0% plus a \$500 increase from the first full pay period commencing on or after 30 January 2025;
 - e) employees will also each be entitled to one \$750 payment from the first full pay period following the commencement of this Enterprise Agreement.
- 38) The casual rates of pay will be derived from the relevant full time salary rates payable under this Agreement and calculated in accordance with formulae set down in clauses 252) - 276) (for academic staff) and clauses 342) - 343) (for professional staff) of the Agreement.
- 39) Apprentices will be paid rates in accordance with the following percentages of the salary prescribed for the first step of HEW Level 3:
- a) 1st Year – 50%;
 - b) 2nd Year – 60%;
 - c) 3rd Year – 75%; and
 - d) 4th Year – 90%.

Incremental Progression

- 40) At the conclusion of each 12 month period, following entry into a classification, and/or the subsequent anniversary date, or following 12 months continuous service in a temporary higher classification, employees will move to the next highest salary point within the classification unless a written report demonstrating unsatisfactory performance is received by HR Services.
- 41) Where a supervisor confirms in writing that performance has been assessed as outstanding, accelerated incremental progression may be recommended.
- 42) Where a supervisor confirms in writing that performance is unsatisfactory and an increment is to be withheld, further action must be initiated in accordance with the Managing Unsatisfactory Performance clause of this Agreement within six weeks of the increment due date. Should the Managing Unsatisfactory Performance review result in no action being taken, the employee's increment will be approved and backdated to the incremental progression due date.
- 43) Where an employee has been absent without pay for an aggregate of more than 10 days in each 12 month period, incremental progression will be delayed by the period of absence.
- 44) For the purposes of incremental progression and performance review, each employee will have a supervisor designated in writing. The supervisor will be the Head of Work Unit or their nominee. For academic staff, the relevant Executive Member may delegate another employee classified at Level C or above to be the supervisor of one or more employees.

Salary Packaging Arrangements

- 45) The University recognises that from time to time employees may wish to restructure the salary payments they receive from the University in order to maximise their disposable income. To this end, the University is committed to facilitating a salary sacrificing scheme that offers employees the opportunity to allocate an amount of their gross salary before PAYG tax deductions to superannuation and/or other benefits.
- 46) Where an employee elects, in writing, to take up any agreed salary sacrificing option the salary rates payable under this Agreement will be reduced for that employee by the amount equal to the value of the total package sacrificed.
- 47) An employee is entitled to salary package any administrative charges associated with the salary packaging scheme.

Superannuation

- 48) The University will make superannuation contributions in accordance with the Superannuation Guarantee Administration Act 1992 (Cth).
- 49) The University will make contributions into an employee's stapled superannuation fund identified to the University by the Australian Taxation Office, unless:
 - a) the employee nominates an alternative compliant superannuation fund; or
 - b) the employee is an existing member of the NSW State Superannuation Fund or the State Authorities Superannuation Scheme.
- 50) The University will provide new employees with a copy of the superannuation standard choice form for the purpose of the employee nominating and providing the University with the details of their preferred superannuation fund.
- 51) Where an employee does not have a stapled fund and has not provided the University with the details of an alternative compliant superannuation fund (including details of their membership of the NSW State Superannuation Fund or the State Authorities Superannuation Scheme), the University will make contributions to UniSuper.
- 52) Employees who are existing members of the NSW State Superannuation Fund or the State Authorities Superannuation Scheme may continue their membership of that fund and the University will maintain its contribution in accordance with the rules governing each fund.
- 53) The University will make 17% superannuation contributions to all ongoing and fixed/maximum-term employees appointed on a full-time or part-time basis. The University will make compulsory employer contributions to all other employees in accordance with the Superannuation Guarantee Administration Act 1992 (Cth).
- 54) Employees eligible for paid Primary Carer's Leave under this Agreement, who take paid Primary Carer's leave and an additional period of unpaid Primary Carer's Leave in accordance with this Agreement, will be eligible for a payment equivalent to up to six month's superannuation entitlements upon returning to work from their unpaid Primary Carer's Leave with the University for at least 3 months:
 - a) Payment will be calculated based on the employee's usual superannuation contribution percentage being paid for the duration of their unpaid Primary Carer's leave, up to a maximum of

six months, save that the superannuation payment will be calculated based on the employee's ordinary hours of work immediately prior to their period of Primary Carer's Leave and based on the employee's base rate of pay upon becoming eligible for the payment; and

- b) Payment will be made as a lump sum directly into the employee's nominated superannuation account following the employee becoming eligible under this provision.

Indigenous Language Proficiency Allowance

- 55) An employee who has a recognised proficiency in any one of the Aboriginal or Torres Strait Islander languages, and is required to use language in the course of their employment, will be paid an allowance of:
 - a) \$1690 per annum where minimal knowledge and use of language for simple communications is demonstrated;
 - b) \$3215 per annum, where proficient language skills for general business, conversation, reading and writing is demonstrated.

Relieving Allowance

- 56) Where a staff member has been requested to perform all of the duties of an established position classified at a higher level for a minimum period of five consecutive working days, the staff member will be paid the minimum salary for the level of the higher classified position.
- 57) Where a staff member has been requested to perform some, but not all the duties of the higher position, for a minimum of five consecutive working days, then a proportion of the allowance will be paid for the proportion of the additional work and responsibility requested to be performed. The staff member will be advised of the extent of the duties to be performed and the rate of allowance to be paid.
- 58) Superannuation shall be payable on the relieving allowance.

First Aid Allowance

- 59) When an employee is appointed to be responsible for first aid facilities, injury records and/or providing first aid to other employees and/or students, that employee will be paid an allowance at the annual rate of \$1,000.
- 60) During the period of such an appointment an employee must possess a current nationally recognised first aid qualification issued by a registered training organisation.

Travel for Work

- 61) Where employees are required to travel in the course of their work, reasonable out of pocket expenses, as approved by the relevant delegated officer, will be met by the University and the travel will be arranged and conducted in accordance with relevant University policies.

PART 6 - LEAVE

Personal/Carer's Leave

- 62) Unless stated otherwise, this part (Personal/Carer's Leave) applies to employees, other than casual employees.

Entitlement to paid personal/carers leave

- 63) For each year of service an employee is entitled to 15 days of paid personal leave.
- 64) Paid personal leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.
- 65) Full-time employees will be entitled to paid carer's leave of up to 10 days per annum.
- 66) All new employees will be entitled to access their first year's personal leave entitlement on commencement.

Taking paid personal leave

- 67) An employee may take paid personal leave if the leave is taken because the employee is not fit for work because of a personal illness, or personal injury, affecting the employee.
- 68) An employee may also take paid personal leave to attend medical appointments and medical procedures.

Taking paid carer's leave

- 69) An employee is entitled to paid carer's leave when a member of the employee's immediate family, or a member of the employee's household, requires care or support because of:
- a) a personal illness, or personal injury, affecting the member; or
 - b) an unexpected emergency affecting the member.
- 70) The meaning of employee's immediate family, or a member of the employee's household is set out in the FWA. For Indigenous Australian employees, the FWA meaning is extended to include aunts, uncles, cousins and significant Indigenous community leaders.

Employee taken not to be on paid personal or carer's leave on public holiday

- 71) If the period during which an employee takes paid personal or carer's leave includes a day or part day that is a public holiday in the place where the employee is based for work purposes, the employee is taken not to be on paid personal or carer's leave on that public holiday.

Payment for paid personal or carer's leave

- 72) If, in accordance with this part, an employee takes a period of paid personal or carer's leave, the University must pay the employee at the employee's ordinary rate of pay for the employee's ordinary hours of work in the period.

Notice and evidence requirements

- 73) An employee must give notice of the taking of leave under this part.
- 74) The notice:
- a) must be given as soon as practicable (which may be a time after the leave has started); and

b) must advise the reason and period, or expected period, of the leave.

- 75) An employee who has given notice of the taking of leave under this part must, if required, give the University evidence that would satisfy a reasonable person that the leave is taken for the requested reason.
- 76) Usually, verbal or written advice to the University from the employee regarding eligibility will be sufficient evidence to support employee requests for paid personal and carer's leave.
- 77) In some circumstances, where the reason has been explained to an employee, the University may require further information or evidence to support paid leave requests. Such circumstances may include instances of leave longer than three days or where patterns or other reasonable concerns relating to the use of paid leave or fitness for work arise.
- 78) An employee is not entitled to take leave under this part unless the employee complies with this section.

Long Service Leave

- 79) Long service leave will be in accordance with the relevant State Long Service Leave Act and, to the extent that this is more favourable for employees, the provisions of this Agreement.
- 80) Employees (other than casual employees whose eligibility is established by the relevant state Long Service Leave Acts) will be eligible for long service leave as follows:

| Length of Service Completed | Entitlement |
|-------------------------------|---|
| 10 Years | 65 working days leave on full ordinary rate of pay or 130 working days on half the ordinary rate of pay |
| Between 10 years and 15 years | leave will accrue proportionately on the basis of 6.5 working days for each completed year of service and a proportion thereof for periods of service of less than one year |
| 15 Years | 97.5 working days leave on full ordinary rate of pay or 195 working days leave on half the ordinary rate of pay |
| In excess of 15 years | Leave will accrue at a rate of 10.869 working days for each completed year of service and a proportion thereof for any period of service of less than one year |

- 81) SCU will recognise service with prior Universities in accordance with the Long Service Leave Procedures.
- 82) An employee eligible to take long service leave will be entitled to take long service leave at a time specified by the employee provided that at least six months' notice is provided by the employee and a minimum block of four weeks is to be taken.
- 83) Subject to 82), accrued long service leave must be taken at times that have regard to operational requirements.
- 84) Where agreement around the taking of long service leave cannot be reached, the University may compel an employee to take accrued long service leave upon 6 months' written notice.

- 85) Where an employee has taken leave pursuant to this clause the University will not require the employee to take a further period of long service leave for two years after the end of that period of leave.
- 86) Where the relevant State Act permits, an Employee may request in writing to "cash out" all or part of their long service leave, provided that:
- a) the employee is eligible to take long service leave;
 - b) the University agrees to such cashing out;
 - c) for each employee, the cashing out occurs no more than once in any 12-month period; and
 - d) the employee receives the same payment as if they had taken the leave.

Long Service Leave Entitlement on Cessation

- 87) Where an employee has completed at least five years continuous service, but less than 10 years continuous service, and their services are terminated by:
- a) the University for any reason other than for serious and wilful misconduct; or
 - b) the employee on account of medically substantiated illness, incapacity, or substantiated domestic or other pressing necessity; or
 - c) reason of the death of the employee,
- a proportionate amount of long service leave on the basis of 4.3 working days for each year of service will be paid.

Effect of leave without pay on long service leave

- 88) Periods of leave without pay are not to be counted as service where the total period of paid service is less than 10 years. Where an employee has completed 10 or more years paid service, periods of leave without pay commencing after this time will count as service except when a continuous period of leave without pay exceeds six months.

Personal leave during LSL

- 89) An employee who becomes ill whilst on long service leave may apply for personal leave for the period of the illness and request that their long service leave be re-credited for the period involved. The period of their illness whilst on long service leave must be for one week or more and the employee must provide evidence that would satisfy a reasonable person that the leave was taken for this purpose.

Parental Leave

Definitions

- 90) Parental leave entitlements are as per the NES and, where more favourable for employees, the provisions in this Agreement.
- 91) Parental leave includes: primary carer leave, partner leave, adoption leave and permanent care order leave. For clarity the provisions relating to paid primary carer's leave at clauses 96) - 101) apply to adoption leave or when employees have a permanent care order.
- 92) 'Nominal commencement date' for the purposes of determining eligibility for payment of parental leave will be:

- a) primary carer leave: the date of birth, or the expected date of birth, of the child; and
 - b) adoption or permanent care order leave: the notified date of placement of the child with the employee.
- 93) For the purposes of determining eligibility for partner leave, 'partner' means spouse, de facto partner or same sex partner (in accordance with the FWA).
- 94) For the purposes of this Part, evidence will be required that would satisfy a reasonable person of the right to exercise the relevant entitlement.
- 95) Paid leave under this Part will be based on the rate of pay at the time of proceeding on leave.

Primary carer leave, adoption and permanent care order leave

- 96) Employees who are the primary caregiver of the child and who have 12 months or more continuous service at the nominal commencement date of primary carer leave are entitled to:
- a) either primary carer leave on full pay for the first 26 weeks of their absence; or
 - b) if requested by the employee, primary carer leave at half pay for the first 52 weeks of their absence; and
 - c) additional primary carer leave without pay to bring the aggregate period of leave up to a maximum of 12 months from the date of commencement of primary carer leave.
- 97) Parental leave, whether paid or unpaid, must be taken in a single continuous period unless mutually agreed otherwise by the employee and University.
- 98) Employees who are the primary care giver of the child and who have been continuously employed by the University for twelve months at the nominal commencement date but have not been continuously paid during that time are entitled to paid primary carer leave on a pro-rata basis.
- 99) Employees who wish to proceed on a second or subsequent period of primary carer leave who have at least 12 months continuous paid service immediately prior to the nominal commencement date are eligible for further paid primary carer leave in accordance with clause 96). Employees with less than 12 months continuous service will receive payment on a proportional basis. Payment for the paid portion of the primary carer leave will be based on the average appointment fraction during the preceding months since return to work.
- 100) Primary carer leave normally commences four weeks prior to the expected date of birth of the child for pregnant employees, noting pregnant employees can start their leave up to 6 weeks before the expected date of birth or earlier if agreed. Pregnant employees who wish to continue working beyond the four weeks prior to the expected date of birth of the child must provide a supporting medical certificate which indicates their fitness for duty.
- 101) The University will consider requests from employees to commence primary carer leave up to 20 weeks prior to the expected date of birth of the child.
- 102) A pregnant employee who has a medically defined late pregnancy miscarriage, stillbirth, or perinatal death is entitled to paid primary carer leave for up to 12 weeks following the date of the event.

Effect of parental leave on entitlements

- 103) Parental leave on full pay counts as 100% service and parental leave on half pay counts as 50% service for the accrual of annual leave (with other fractions calculated on an equivalent pro-rata basis).
- 104) Notwithstanding the provisions of clause 97), additional annual leave or long service leave may be used to supplement a period of parental leave, and must also be taken in a single continuous period.

Transfer to a Safe Job

- 105) A pregnant employee has an entitlement to be transferred to an appropriate safe job.
- 106) An appropriate safe job is a job that has:
 - a) the same ordinary hours of work as the employee's present position; or
 - b) a different number of ordinary hours agreed to by the employee.
- 107) If this requirement is met and there is an appropriate safe job available, the employee will be transferred to that job for the risk period, with no other change to the employee's terms and conditions of employment. The employee will continue to receive their full rate of pay for the position they were in before the transfer and for the hours they work during the risk period.
- 108) If there is no appropriate safe job available, and the employee is entitled to parental leave then the employee is entitled to take paid 'no safe job leave' for the risk period, and be paid at their base rate of pay for ordinary hours of work during the risk period.
- 109) To access the benefits under this section an employee is required to provide evidence that would satisfy a reasonable person that they are fit for work, but that it is inadvisable for them to continue in their present position because of:
 - a) illness or risks arising out of the pregnancy; or
 - b) hazards connected with that position.

Return to work

- 110) The employee is entitled to return to the substantive position they held immediately prior to proceeding on parental leave. If that position no longer exists, and the employee is qualified for and can perform the duties of other positions in the institution, the University is obliged to place the employee in a position at the same status and remuneration to the substantive position held prior to proceeding on leave. Should a position at the same status and remuneration not be available, the University will place the employee in an available position for which they are qualified and suited, which is nearest in status and pay to their pre-parental leave position.
- 111) To encourage and facilitate employees to return to work, employees who return to work on a full-time basis within the child's first year will also be entitled to up to nine hours paid leave per week, or alternative arrangements for equivalent amounts of time (as approved by the Head of Work Unit) on a fortnightly basis, to be taken up until the child's first birthday.
- 112) Employees who return to work on a part-time basis within the child's first year will also be entitled to the paid leave provided for in clause 111) on a pro-rata basis to the nearest 15 minutes until the child's first birthday.

Right to request

- 113) Notwithstanding other provisions within this section, an employee entitled to parental leave has the right to request the following:
- a) an increase in simultaneous unpaid parental leave from one week to eight weeks;
 - b) an extension of unpaid parental leave from 52 weeks to 104 weeks; and
 - c) to return to work on a part-time basis while the child is of school age or younger.
- 114) The University will consider the request having regard to the employee's personal circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable business grounds related to the effect on the workplace.
- 115) Where an employee requests to return to work on a part-time basis, the University may consider temporary placement to an alternative position within the University if the substantive position is not suitable for a part-time appointment.

Partner leave

- 116) An employee whose partner is the primary carer (whether employed by the University or not) is entitled to three week's paid leave to be taken during the period two weeks prior to and three months after the expected date of birth or the expected date of placement of the child.
- 117) Additional partner leave without pay is available to bring the aggregate period of leave up to a maximum of 12 months from the date of commencement of partner leave.

Military Leave

- 118) Employees who serve on a part-time basis in the Australian Defence Forces Reserves will be granted leave for obligatory training.
- 119) Applications for military leave must be accompanied by evidence that would satisfy a reasonable person of the purpose and necessity for the leave.

Family and Domestic Violence Leave

- 120) This Agreement provides for paid family and domestic violence leave. Employees are also entitled to unpaid family and domestic violence leave in accordance with the NES.
- 121) For the purposes of this Agreement, family and domestic and violence is as defined in the FWA.
- 122) Full-time employees are entitled to 15 days paid family and domestic violence leave per annum. Employees will be paid their ordinary rate of pay when taking paid family and domestic violence leave.
- 123) An employee who has exhausted their entitlement to domestic and family violence leave may access available personal leave, carers leave or special leave as additional domestic and family violence leave up to a maximum of 15 days per annum.
- 124) Casual employees' family and domestic violence leave entitlements will be consistent with the NES.
- 125) Full-time and part-time employees can choose whether they wish to access paid family and domestic violence leave in accordance with this Agreement or unpaid family and domestic violence leave in accordance with the NES. Both entitlements do not accumulate from year to year.

- 126) The University may request evidence that would satisfy a reasonable person in support of an application for family and domestic violence leave.
- 127) The University will ensure that all staff managing requests for leave under this clause will have access to appropriate training and that confidentiality is maintained at all times.
- 128) The University will ensure that all staff accessing leave under this clause will be free from discrimination and adverse action and appropriate consideration regarding workload and work performance is given.
- 129) In order to provide support to an employee experiencing family or domestic violence and to provide a safe work environment to all employees, the University will support all reasonable requests for:
 - a) changes to their span of hours or pattern of hours and/or shift patterns;
 - b) job redesign or change to duties;
 - c) relocation to suitable employment within the University;
 - d) a change to their telephone number or email address to avoid harassing conduct;
 - e) removing their contact details from public access, including the website; and
 - f) any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.

Special Leave

- 130) Employees are eligible for paid special leave of up to a maximum of three days per calendar year as approved by the University on a case by case basis.

Compassionate Leave

- 131) Full-time employees are entitled to paid compassionate leave of three days per occasion as a result of:
 - a) the death or life-threatening illness or injury of an immediate family member or member of the employee's household.
 - b) the stillbirth of a baby in their immediate family or member of the employee's household.
 - c) a miscarriage, or a miscarriage experienced by their spouse or de-facto partner.
- 132) The meaning of employee's immediate family, or a member of the employee's household is set out in the FWA. For Indigenous Australian employees, the FWA meaning is extended to include aunts, uncles, cousins and significant Indigenous community leaders.
- 133) Employees can take less than 3 days paid compassionate leave and can take the leave in one block or over separate days.
- 134) The University may request evidence that would satisfy a reasonable person to support an application for compassionate leave.

Community Service Leave

- 135) Employees who engage in an eligible community service activity as defined by the NES (e.g. jury service or volunteer activities in the event of an emergency or natural disaster) are entitled to community service leave in accordance with the NES.
- 136) Full-time employees will be paid during jury service.

- 137) Employees who are members of a recognised emergency services organisation are eligible for up to five days paid leave per calendar year to attend voluntary emergency activities and related training.
- 138) Paid emergency service leave is subject to prior University approval and the provision of evidence that would satisfy a reasonable person by the employee.

Annual Leave

- 139) For each year of service (other than periods of employment as a casual employee), an employee is entitled to 4 weeks of paid annual leave; or 5 weeks of paid annual leave for Seven Day Continuous Shift Workers.
- 140) An employee's entitlement to paid annual leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.
- 141) Subject to operational needs, paid annual leave may be taken for a period agreed between an employee and the University. The University will not unreasonably object to an employee's request to take annual leave.
- 142) If the period during which an employee takes paid annual leave includes a day or part-day that is a public holiday in the place where the employee is usually based for work purposes, the employee is taken not to be on paid annual leave on that public holiday.
- 143) If the period during which an employee takes paid annual leave includes a period of any other leave (other than unpaid parental leave) under this Agreement, the employee is taken not to be on paid annual leave for the period of that other leave.
- 144) The University and an employee can agree in writing to cash out annual leave entitlements, so long as cashing out the annual leave entitlement would not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks. The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- 145) The University may reasonably direct an employee to take annual leave:
 - a) where an employee has more than eight weeks of accrued annual leave to reduce their annual leave accrual to below four weeks; or
 - b) during an advised University closure (excluding concessional days defined at clause 161a)).
- 146) Accrued annual leave will be paid out at the end of an employee's employment.

Annual Leave Loading

- 147) The leave loading payment will be based upon 17.5% of four weeks ordinary salary, except that the loading payment for seven-day continuous shift workers will be based upon 17.5% of five weeks ordinary salary. The loading will be paid as a lump sum payment on the first payday in December each year. However, where an employee is in receipt of an annualised allowance in lieu of shift penalties they will continue to be paid that allowance during any periods of annual leave instead of receiving the standard leave loading entitlement as a lump sum payment in December where the allowance for the leave period is equal to or greater than the leave loading payment.

- 148) The maximum payment for professional staff annual leave loading is based on the maximum salary for a Higher Education Worker Level 10. The maximum payment for academic staff annual leave loading is based on the maximum salary for an academic Level B Year 6.
- 149) Where an employee's entitlement to annual leave loading, based on 17.5% of four weeks' salary, is less than the maximum payment as calculated in clause 148), the lesser amount is payable.
- 150) Where an employee's employment is terminated for any reason other than misconduct, the employee will be entitled to a pro-rata leave loading payment for completed continuous service (assessed on working days) in that year.
- 151) Entitlement to annual leave loading is assessed on the basis of leave accrued during the twelve- month period between 1 January and 31 December each year.
- 152) Where an employee has served less than a full twelve months, a pro-rata entitlement for the period of completed service (assessed on working days) is payable based on the employee's salary or maximum payment as appropriate.
- 153) As an alternative to receiving payment of leave loading, a full-time employee may elect to receive three- and one-half days' additional annual leave. The three-and one-half days are non-cumulative and must be taken prior to the end of the year in which they are received in accordance with normal leave provisions. Part-time employees will receive leave under this clause on a pro-rata basis on the basis that:
 - a) in return for receiving the additional leave, employees will forfeit their entitlement to the payment of leave loading, or annualised allowance in lieu of shift penalties as the case may be, in that year and leave loading payments or shift penalties will cease; and
 - b) employees wishing to take up the option of additional leave in lieu of leave loading must submit a written application to the relevant delegated officer in October of the year in which the option is to occur specifying the dates on which the leave is to be taken.

Public Holidays and Concessional Days

- 154) Public Holidays and Concessional Days are set out in clause 160) and 161).
- 155) Employees, other than casual employees, who are not required for duty will be entitled to be absent on Public Holidays and Concessional Days without loss of pay.
- 156) The University can require an employee to work on a Public Holiday or Concessional Day where the requirement is reasonable. The University will not however require an employee to work on a Public Holiday without calling for volunteers first.
- 157) Other than in exceptional circumstances, the University will provide staff required to work Public Holidays with a minimum of four week's notice.
- 158) Public Holidays will be based on proclaimed days applicable to Lismore for all employees except those employees based at the Gold Coast or Coffs Harbor campuses, who will observe public holidays proclaimed in those locations.
- 159) Employees who are required to work on a Public Holiday or Concessional Day will be paid at the public holiday rate for that day or may elect to accrue a day off in lieu instead. The University will maintain a

record of accrued day off in lieu entitlements, which can be taken at times agreed between the relevant employee and the University.

Declared Public Holidays and Concessional Days

160) The following days are Public Holidays:

- a) New Year's Day;
- b) Australia Day;
- c) Good Friday
- d) Easter Monday;
- e) Anzac Day
- f) King's Birthday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory or any replacement holiday gazetted in the relevant State or Territory or Region);
- g) August Bank holiday (to be taken the first working day after Boxing Day);
- h) Labour Day;
- i) Christmas Day;
- j) Boxing Day;
- k) any other day proclaimed by the University as a public holiday;
- l) any day agreed by the University and the relevant employee/s as a substitute for the public holiday; and
- m) any other day, or replacement day, proclaimed by the relevant state or local government authority as a public holiday.

161) The following days are Concessional Days:

- a) Two week days per year between Boxing Day and New Year's Day as nominated by the University.

PART 7 - MANAGEMENT FOR PERFORMANCE

Probation

- 162) The University may require an employee who is offered an appointment with the University to serve a probation period. The University will, in determining the length of the probation period or whether to waive such a period, have regard to the nature of the duties to be undertaken, the employee's prior service at the University or at other institutions, and the employee's qualifications and experience.
- 163) On appointment, professional staff employees will be provided with a clear statement of duties and academic employees will be provided with a copy of the Minimum Standards for Academic Staff.
- 164) An employee's supervisor or the Head of Work Unit will be responsible for providing feedback at regular intervals during the probation period. Where appropriate, training and development will be offered to probationary employees.

- 165) A probationary employee will be provided with regular feedback to confirm progress or to identify performance difficulties and develop an appropriate plan for their resolution. Where concerns are raised about the employee's performance during this period they will be given sufficient guidance and support to address the performance issues.
- 166) Prior to their employment with the University, an employee will be provided with written notification of the length and terms of their probationary period.
- 167) New appointees (except casual employees) will normally serve a maximum probationary period as follows:

| Classification | Probationary Period |
|-----------------------|----------------------------|
| Professional Staff | six months |
| Academic Staff | three years |

- 168) Probationary periods may be extended for up to six months for professional employees and up to 12 months for academic employees in exceptional circumstances.
- 169) Probationary reviews will normally be conducted at appropriate intervals prior to the end of the probationary period.
- 170) Where the relevant delegated officer(s) determines during the probation period that the employee has met the relevant probation requirements in advance of the probation review period, the employee's appointment may be confirmed in writing.
- 171) Where a decision is made not to confirm an employee's appointment during a period of probation, the recommendation will be referred to the Vice Chancellor, together with the employee's response to the recommendation, who may terminate the employment or request further information before making any decision. Employees whose employment is terminated during a period of probation will be entitled to the following notice periods:

| Period of continuous service | Period of notice |
|--|-------------------------|
| Less than one year | one week |
| One year and up to the completion of three years | two weeks |
| Three years and up to the completion of five years | three weeks |
| Five years and over | four weeks |

- 172) The period of notice will be increased by one week if the employee is over 45 years old and has completed at least 2 years of continuous service with the University at the end of the day the notice is given.

Performance Review and Planning (PRP)

- 173) The University will take reasonable steps to ensure its employees have the opportunity to succeed in their positions at the University.
- 174) Performance management and evaluation of staff performance may be undertaken for, but need not be limited to, the following purposes:
- a) provide feedback to staff on how they are performing in the workplace;
 - b) promote individual staff development and career planning strategies;
 - c) reward staff for excellence in performance which contributes positively to objectives specified in approved University plans;
 - d) improve poor performance;
 - e) formulate and implement improvement strategies in cases where the performance of employees is below that expected;
 - f) ensure fairness and due process as well as effective outcomes when dealing with demonstrated unsatisfactory performance which may lead to sanction or termination; and
 - g) facilitate the identification of development and education needs to assist employees to take responsibility for career development.

Supervisor responsibilities

- 175) Supervisors are responsible for:
- a) the establishment of, and communication to, employees of work expectations and performance objectives;
 - b) the monitoring of performance and provision of feedback to employees on an ongoing basis;
 - c) the conduct of regular meetings and PRP reviews; and
 - d) facilitating employees to undertake training and development opportunities that align with the Work Unit's goals and where possible support career development opportunities.

Employee responsibilities

- 176) Employees are responsible for:
- a) their participation in regular meetings and PRP reviews;
 - b) consulting with supervisors, seeking advice and expressing views on job expectations, career aspirations and any other aspect of work;
 - c) seeking opportunities and taking responsibility for career development; and
 - d) performance improvement where unsatisfactory performance has been notified.
- 177) Where underperformance is identified, the supervisor will clearly outline performance expectations and reasonable timeframes within which improvements are to be achieved. The supervisor will closely monitor the work and communicate regularly with the employee. The employee will be provided with the opportunity and assistance to address underperformance, including through the provision of

additional training and development as appropriate. These steps are outlined in clauses 183) - 187) below.

Managing Unsatisfactory Performance

Overview

- 178) Termination of employment on the grounds of unsatisfactory performance will be in accordance with the provisions of clauses 183) - 187). These clauses do not apply to casual employees or employees with less than 6 months of continuous service. Nevertheless, nothing in this Agreement is to be construed to prevent the University from investigating and addressing unsatisfactory performance by casual employees or employees with less than 6 months of continuous service.
- 179) Where a matter that may involve unsatisfactory performance has been dealt with under the provisions for misconduct/serious misconduct under clauses 234) - 250), the managing unsatisfactory performance procedures are not required.
- 180) Management of unsatisfactory performance will have regard to the level and duties of the position, the action required to remedy the deficiencies in the employee's performance, and the time frame within which the necessary improvements are required.
- 181) 'Unsatisfactory performance' means a level of performance that is below expectations and may include, but is not limited to:
- a) unsatisfactory, inefficient or negligent performance of the specified duties of the position held;
 - b) substantiated formal complaints by students or other employees about not achieving the required and reasonable standard of work duties and responsibilities or meeting deadlines; and/or
 - c) inadequate completion of administrative tasks or other responsibilities without reasonable justification.
- 182) 'Disciplinary action' means action by the University to discipline an employee for unsatisfactory performance in accordance with the provisions of this Agreement and may include one or more of the following:
- a) formal censure;
 - b) counselling;
 - c) withholding of an increment;
 - d) demotion by one or more classification levels or increments;
 - e) redeployment; and
 - f) termination of employment.

Where Disciplinary action is taken against an employee in the form of censure, counselling, withholding of an increment, demotion by one or more classification levels or increments, or redeployment, it will not constitute termination of the employee's employment.

Procedures

- 183) Where a Supervisor and/or Head of Work Unit forms a view that the performance of an employee is unsatisfactory, the Supervisor will:

- a) inform the employee in writing that action is being taken in accordance with this clause;
 - b) provide a written performance improvement plan which will clearly detail:
 - i) the unsatisfactory performance issues;
 - ii) the nature of the improvement required;
 - iii) any support and assistance (which may include development opportunities) which will be provided including check-in and feedback intervals;
 - iv) the time within which reasonable improvement is expected; and
 - c) the consequences of failing to improve performance to the requisite standard by that time (i.e. Disciplinary Action); and
 - d) meet with the employee to discuss the above matters, and make a written record of the advice given and provide a copy to the employee.
- 184) An employee will be advised they may choose to be accompanied by a support person at any discussions convened in accordance with clauses in this Part.
- 185) Where a Supervisor and/or Head of Work Unit believes that the processes referred to in clause 183) have not produced the desired improvements in performance, the supervisor and/or Head of Work Unit will make a written report to the relevant Executive Member and, at the same time, provide a copy to the employee, who may choose to make a response to the relevant Executive Member within ten working days of receipt of the report (or other period of time agreed by the University and employee).
- 186) Upon receipt of the report and any written response from the employee, the Executive Member must be satisfied that:
- a) appropriate steps have been taken to bring the unsatisfactory nature of performance to the employee's attention;
 - b) an adequate opportunity to respond was given;
 - c) any response was taken into account; and
 - d) a reasonable opportunity has been afforded to remedy the performance problem.
- 187) Following receipt of the employee's response, or following expiration of the period for provision of such a response if no such response is received, the Executive Member may then decide to:
- a) take no further action;
 - b) refer the matter back to the supervisor and/or Head of Work Unit to ensure that the steps referred to in clause 186) are complied with in a manner appropriate to the circumstances; or
 - c) take disciplinary action, as defined in clause 182), and advise the employee in writing of the disciplinary action to be taken (which may include termination of employment) and the reasons for the decision.
 - d) The Vice Chancellor must endorse any decision taken under clause 187).

PART 8 - CONSULTATION AND MANAGING CHANGE

Joint Consultative Forum

- 188) Regular opportunities to consider general workplace relations matters including major workplace changes with senior management will be provided through the Joint Consultative Forum (JCF).
- 189) Membership of the JCF will normally comprise four representatives from management, a Chair nominated by the Vice Chancellor, and the Staff Consultative Group (SCG). The SCG will be made up of:
 - a) one member of academic staff elected by and from the staff of the University for the term of this agreement;
 - b) one member of professional staff elected by and from the staff of the University for the term of this agreement;
 - c) one employee nominated by the Branch President of the CPSU; and
 - d) one employee nominated by the Branch President of the NTEU.
- 190) Subject to prior notification to the Chair, observers who are members of staff may attend meetings of the JCF. Such observers may be permitted by the Chair to speak.
- 191) Persons external to the University may be invited to attend and/or speak with the prior agreement of the Chair.
- 192) The JCF will normally meet at two monthly intervals. Should a significant issue arise between the scheduled JCF meetings, the employee or, where the employee chooses, their employee representative from within the University should raise the matter directly with the Director, Human Resources in the first instance to consult on the specific issue and, if appropriate, to advise the Vice Chancellor. Further JCF meetings may be arranged if necessary.
- 193) Upon request by a Member, relevant workplace statistics may be reported to the JCF, the scope and timing of which shall be considered and agreed on a case by case basis.
- 194) The University will monitor the level of casual academic employment and will report annually to the Joint Consultative Forum on the proportion of casual academic employees (FTE) as reported to DET.

Major workplace change

- 195) Nothing in this section will prevent the University from discussing and consulting with employees in relation to possible upcoming significant changes before a decision referred to in 196) has been made. The University will actively consider opportunities to do so, where it considers doing so is appropriate.
- 196) This section (Major workplace change) applies if the University has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on employees to whom this agreement applies.
- 197) Such employees may appoint a representative for the purposes of the procedures in this section. The University will recognise the representative once appointed by the employee for the purposes of the procedures in this section.
- 198) If a clause of this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the University's enterprise, the requirements of this section are taken not to apply.

- 199) A major change is likely to have a significant effect on employees if it results in:
- a) the termination of employment of employees;
 - b) a major change to the composition, operation or size of the University's workforce or to the skills required of employees;
 - c) the alteration of hours of work;
 - d) the elimination or diminution of job opportunities (including opportunities for promotion or tenure);
 - e) the need to relocate employees to another workplace;
 - f) the need to retrain employees; or
 - g) the restructuring of jobs.
- 200) The procedures in this section will also apply where the University has made a definite decision to introduce any change to production, program, organisation, structure or technology in relation to its enterprise that is likely to result in two or more employees to whom this agreement applies being retrenched.
- 201) In this section relevant employees means the employees who may be affected by a major change referred to in clause 196).
- 202) For a major change referred to in clause 196) the University will follow the processes outlined in clauses 203) - 210) below.
- 203) The University must notify the relevant employees of the decision to introduce the major change.
- 204) As soon as practicable after making its decision, the University must:
- a) hold discussions with the relevant employees and where applicable their nominated representatives to discuss;
 - i) the introduction of the change;
 - ii) the effect the change is likely to have on the employees;
 - iii) measures the University is taking to avert or mitigate the adverse effect of the change on the employees (including any redeployment opportunities, training requirements and staff development opportunities (where applicable)); and
 - b) for the purposes of this discussion – provide, in writing, to the relevant employees, the JCF and where applicable their nominated representatives:
 - i) all relevant information about the change (including the nature of the change proposed);
 - ii) information about the expected effects of the change on the relevant employees; and
 - iii) any other matters likely to affect the employees (including any redeployment opportunities, training requirements and staff development opportunities (where applicable)).
- 205) For the purposes of clause 204)b) some or all of the following information may be relevant:
- a) reason(s) for the proposed change;

- b) changes to the work unit's staffing profile and location;
 - c) suggestions for mitigating any adverse consequences for directly affected employees;
 - d) an implementation plan, including indicative timeframes and any transitional arrangements.
- 206) The University is not required to disclose any confidential or commercially sensitive information to the relevant employees or their representatives.
- 207) Relevant employees and their nominated representatives will be given 10 working days from the date of the discussions referred to in clause 204) above to respond in writing to the change. Where a major change is complex or involves multiple work units the period of 10 working days may be extended by agreement.
- 208) Requests for further information provided under clause 204)b) may be sent to the Head of Work Unit (or their nominee). Questions regarding procedural issues will be referred to the Director, Human Resources.
- 209) The University must give prompt and genuine consideration to matters raised about the major change by the relevant employees and their representatives.
- 210) Following consideration of all matters raised pursuant to clause 207) above, the University will:
- a) release a final change plan, which will include implementation details; and
 - b) a summary document that details consideration given under clause 209).

Changes to regular rosters or ordinary hours of work

- 211) This clause applies if the University proposes to introduce a change to the regular roster or ordinary hours of work of employees.
- 212) Relevant employees may appoint a representative for the purposes of the procedures in this clause. The University will recognise the representative once appointed by the employee for the purposes of the procedures in this clause.
- 213) In this clause relevant employees means the employees who may be affected by a change referred to in this clause.
- 214) As soon as practicable after proposing to introduce the change, the University must:
- a) hold discussions with the relevant employees and where applicable their nominated representatives about the introduction of the change;
 - b) for the purposes of this discussion – provide to the relevant employees and where applicable their nominated representatives:
 - i) all relevant information about the change (including the nature of the change);
 - ii) information about what the University reasonably believes will be the effects of the change on the employees;
 - iii) information about any other matters that the University reasonably believes are likely to affect the relevant employees; and
 - c) invite the relevant employees to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities).

- 215) However, the University is not required to disclose any confidential or commercially sensitive information to the relevant employees or their representatives.
- 216) The University must give prompt and genuine consideration to matters raised about the change by the relevant employees and their representatives.

PART 9 - LABOUR FLEXIBILITY AND REDUNDANCY

Labour flexibility

- 217) The University and its employees recognise the University's need to use contract labour for the implementation of specialised services or events, which may include, but not be limited to, the following:
- a) the need for specialised equipment or specialised services, such as the installation of computer and communications equipment, building and plant maintenance projects, and occasional special events;
 - b) where the skills are not possessed by the University's employees, and cannot be readily developed or funded;
 - c) where there is a requirement to meet peak or above normal demands which cannot reasonably be met through internal staff deployment; or
 - d) demonstrable cost efficiencies.
- 218) Where contracting out of work affects the staffing profile of the institution, the University will consider alternatives and document the relative advantages and cost benefits.

Redundancy

- 219) An employee is entitled to be paid redundancy pay if their employment is terminated:
- a) at the University's initiative because the University no longer requires the job done by the employee to be done by anyone (except where this is due to the ordinary and customary turnover of labour); or
 - b) because of the insolvency or bankruptcy of the University.
- 220) In appropriate circumstances, the University may choose to seek expressions of interest from Employees to volunteer for redundancy.
- 221) The terms of this redundancy clause will not apply to:
- a) an employee whose employment has been terminated for serious misconduct;
 - b) casual employees;
 - c) apprentices or other employees to whom a training arrangement applies whose employment is limited to the duration of the training arrangement;
 - d) employees employed for a specified period of time, for a specified task or for the duration of a specified season (unless a substantial reason for employing the employee as described was to avoid the entitlement to redundancy pay); and
 - e) employees with less than one year's continuous service.

Redeployment and retraining

- 222) The University may redeploy an employee into a different position that the employee is capable of performing where it is reasonable to do so. An employee may reasonably be required to participate in training and development as part of any redeployment. In determining whether redeployment is reasonable a number of matters may be relevant (including but not limited to):
- a) whether a position exists to which the employee can be redeployed;
 - b) the nature of any available position;
 - c) the qualifications required to perform the position;
 - d) the employee's skills, qualifications and experience;
 - e) the location of the position in relation to the employee's residence; and/or
 - f) the remuneration (pay and entitlements) which is offered.
- 223) The University must consider opportunities to redeploy an employee whose position has been made redundant.
- 224) Where an employee rejects a reasonable offer of redeployment at the same (or higher) level of remuneration within the University, the employee will not be entitled to the redundancy payments outlined in clauses 227) and 228). In those circumstances, the employee will only be entitled to redundancy payments (if any) as prescribed under the National Employment Standards.
- 225) An employee, whose position has been made redundant, will be notified by the University in writing that their employment with the University will be terminated at the expiration of eight weeks (unless they are redeployed to another role in the University in the meantime). This eight weeks' notice period of redundancy and termination will hereinafter be referred to as the 'redemption' period and satisfies the entitlement to notice of termination under this agreement and the National Employment Standards. The redemption period may be extended by agreement between the employee and the University.
- 226) The University will, as part of the notice of redundancy and termination or as an attachment thereto, provide the employee with the following information:
- a) an estimate of the entitlements as to long service leave, annual leave, and leave loading in the event that the employee is retrenched;
 - b) an estimate of the redundancy or severance payment entitlements that the employee would be entitled to in accordance with this enterprise agreement, (if the employee is not redeployed into another role in the University); and
 - c) details of the University's recruitment website which details available roles and relevant information.

Redundancy entitlements and calculation

- 227) The following redundancy payments will apply:
- a) a redundancy payment equivalent to 20 weeks salary; plus

- b) a further redundancy payment, calculated to the nearest completed month, of three weeks salary for each year of the first 10 years continuous service and two weeks salary for each year of continuous service with the University, beyond 10 years; plus
 - c) where an employee has reached the age of 50 and has continuous service in excess of one year, an additional redundancy payment of four weeks; plus
 - d) monetary equivalent of the unexpired portion of the notice period as detailed in clause 225).
- 228) The total redundancy payment for an employee will not exceed 68 weeks, exclusive of the notice period.
- 229) The employee will also be entitled to the payment of the following:
- a) unpaid long service leave entitlements at the date of termination (if the employee is entitled to a pro-rata payment of accrued long service entitlements upon termination of their employment); and
 - b) the payment of accrued pro-rata annual leave and pro-rata leave loading at the date of termination.
- 230) In the calculation of redundancy and severance payments, the employee's ordinary rate of pay will be used, and any additional allowances over and above the employee's ordinary rate of pay will not apply.
- 231) Where an employee has accepted a temporary variation to their substantive appointment whilst retaining a right to return to the terms of the substantive appointment, then the salary level to be used in the calculation of any redundancy will be that applicable to the substantive appointment.

Assistance during redeployment period

- 232) Outplacement support will be offered and arranged by HR Services.
- 233) Where an employee chooses to remain with the University during the redeployment period they will be entitled to the following assistance during the redeployment period:
- a) one day per week without loss of pay for the purposes of attending to financial affairs, job interviews or other job search activities; and
 - b) on the provision of documentary evidence as to the attendance at job interviews or other job search activities requiring absence in excess of one day in a given week, the number of days considered reasonable by that employee's supervisor in accordance with the circumstances.

PART 10 - DISCIPLINARY PROCEDURES

Misconduct/Serious Misconduct

Application

- 234) This part does not apply to casual employees or employees with less than 6 months continuous service. Nevertheless, nothing in this Agreement is to be construed to prevent the University from investigating and addressing misconduct/serious misconduct by casual employees or employees with less than 6 months continuous service.

- 235) The University's Code of Conduct contains standards of conduct in relation to a range of general matters affecting the University as a corporate entity.
- 236) In dealing with instances of alleged misconduct/serious misconduct the University will follow the principles of procedural fairness and natural justice. Employees are entitled to, and will be informed of, their right to the assistance of a support person during discussions under this clause.
- 237) Some concerns about behaviour, which may be considered misconduct, may be dealt with by the relevant supervisor or Head of Work Unit through less formal means including (for example) guidance, counselling, written directives, conciliation, or other appropriate action and may also include training or development activities.
- 238) If the relevant supervisor or Head of Work Unit does not believe it is appropriate to address concerns about behaviour through less formal means, or in the event that the supervisor's dealings do not resolve the matter to the satisfaction of the University, the University will notify the employee in writing of the alleged misconduct/serious misconduct. The notice in writing will provide sufficient detail to enable the employee to understand the precise nature of the allegation(s) and consider and respond to them properly; and will include a copy of this clause to the employee. This process is set out at clause 244) - 246) below.

Definitions

- 239) 'Misconduct' includes, but is not limited to, behaviour that is unsatisfactory.
- 240) 'Serious misconduct' is given the meaning prescribed in regulation 1.07 of the Fair Work Regulations 2009 (Cth).
- 241) Examples of 'serious misconduct' in the course of employment include: theft; fraud; misappropriation of funds; assault; serious harassment (including sexual harassment); a serious breach of the University's policies or regulations; or repeated actions of misconduct.
- 242) 'Disciplinary action' means any action by the University to discipline an employee for misconduct or serious misconduct and may include one or more of the following:
- a) formal censure;
 - b) counselling;
 - c) demotion by one or more classification levels or increments;
 - d) withholding of an increment;
 - e) redeployment; or
 - f) termination of employment.
- 243) Where disciplinary action is taken against an employee in the form of censure, counselling, withholding of an increment, demotion by one or more classification levels or increments, or redeployment, it will not constitute termination of the employee's employment.

Procedures

- 244) These procedures will be followed before taking disciplinary action against an employee for misconduct or serious misconduct. However, where a matter that may involve misconduct or serious misconduct

has been dealt with in good faith as if it were a case of unsatisfactory performance under clauses 183) - 187) these procedures are not required.

- 245) The University will consider any allegation(s) of misconduct and/or serious misconduct. If the University believes the allegation(s) warrant further investigation, then the University will:
- a) notify the employee in writing and in sufficient detail to enable the employee to understand the precise nature of the allegation(s) and any proposed disciplinary action (if the allegations are substantiated) to enable the employee to properly consider and respond to them; and
 - b) require the employee to submit a written response within 10 working days (or other period of time agreed to by the University and employee).
- 246) Following consideration of the issues, including the employee's response, the Vice Chancellor may then decide to:
- a) take no further action;
 - b) take disciplinary action as defined in clause 242). The employee will be provided a written report detailing the reasons for this decision; or
 - c) request further investigation and/or further discussions with or responses from the employee before deciding as set out in a) or b) above.

Suspension from duty

- 247) The University may suspend an employee with pay, if the University is of the view that the alleged conduct amounts to Serious Misconduct so that it would be unreasonable to continue the employee's attendance at work pending further investigation.
- 248) Any such suspension will be subject to the following conditions:
- a) the employee will continue to be paid their ordinary rate of pay for the duration of their suspension; and
 - b) the employee must be available to respond to enquiries and attend meetings with the University at reasonable times including during their ordinary hours of work.
- 249) During any period of suspension the employee may be excluded from the University; however, they will be permitted reasonable access to the University to attend meetings and to collect personal property upon notifying the University of their request to do so. The University will not unreasonably refuse the employee's request.

Other matters

- 250) The provisions of clauses under this part in no way constrain the University from carrying out other or further investigations relating to the consequences of conduct of an employee or former employee.

PART 11 - ACADEMIC STAFF SPECIFIC MATTERS

Position Classification Standards

- 251) The University's Minimum Standards for Academic Staff at Appendix A set down the levels within each category and describe the broad responsibilities attached to academic staff at different levels for the

life of this Agreement. The standards are not exhaustive of all tasks in academic work, which is, by its nature, diverse and multi-skilled and involves an overlap of duties between levels.

Casual Academic Rates and Definitions

- 252) Each of the Rates A to S below will be derived using the following formulae:
- i) Lecturing rate : Academic Level B Step 2 per annum rate + 25% = \$hourly rate (37.5 x 52)
 - ii) Other duties involving full subject coordination or possession of a relevant doctoral qualification: Academic Level A Step 6 per annum rate + 25% = \$hourly rate (37.5 x 52)
 - iii) All other duties: Academic Level A Step 2 per annum rate + 25% = \$hourly rate (37.5 x 52)
- 253) Casual academic employees must provide the University with satisfactory evidence of their relevant doctoral qualification before the rates in this Part of the Agreement that are conditional upon holding such a qualification will apply.
- 254) The rates set out in this Part of the Agreement take into account all necessary delivery and associated working time for the performance of those duties allocated to casual academic employees. All work performed outside the times provided by these rates (including associated working time and other required academic activities) must first be approved by the casual academic employee's supervisor.
- 255) For the purpose of this Part of the Agreement 'associated working time' means all time performing duties directly associated with the hour of delivery, being duties in the nature of preparation and reasonably contemporaneous marking and student consultation.

Casual Lecturing

- 256) A casual academic employee required to provide a lecture including an equivalent delivery through means other than face-to-face teaching) of a specified duration, will be paid at a rate for each hour of lecture delivered according to the rates below. The rate paid for each hour of lecture delivery incorporates payment for the specified associated working time. Lecture means any educational delivery described as a lecture in a course or unit outline, or in an official timetable issued by the employer.

| | |
|--------|---|
| Rate A | Basic lecture consists of one hour of delivery and two hours of associated working time. |
| Rate B | Developed lecture consists of one hour of delivery and three hours of associated working time. |
| Rate C | Specialised lecture consists of one hour of delivery and four hours of associated working time. |
| Rate D | Repeat lecture consists of one hour of delivery and one hour of associated working time, provided that the hourly rate in a repeat lecture applies to a lecture in the same subject matter within a period of seven days and any marking and student consultation reasonably contemporaneous with it. |

Casual tutoring

- 257) A casual academic employee required to deliver or present a tutorial (whether face to face or equivalent delivery through other than face-to-face teaching mode) of a specified duration will be paid at a rate for each hour of tutorial delivered or presented according to the rates below. The rate paid for each hour of lecture delivery incorporates payment for the specified associated working time. Tutorial

means any educational delivery described as a tutorial in a course or unit outline, or in an official timetable issued by the employer.

| | |
|--------|---|
| Rate E | Tutorial (one hour of delivery and two hours of associated working time). |
| Rate F | Repeat tutorial (one hour of delivery and one hour of associated working time), provided that the hourly rate in a repeat tutorial applies to a tutorial in the same subject matter within a period of seven days and any marking and student consultation reasonably contemporaneous with it. |
| Rate G | Tutorial (one hour of delivery and two hours of associated working time) in circumstances where full Unit Assessor duties are included as part of normal duties or the employee holds a relevant doctoral qualification. |
| Rate H | Repeat tutorial (one hour of delivery and one hour of associated working time) in circumstances where full Unit Assessor duties are included as part of normal duties or the employee holds a relevant doctoral qualification, provided that the hourly rate in a repeat tutorial applies to a tutorial in the same subject matter within a period of seven days and any marking and student consultation reasonably contemporaneous with it. |

Music accompanying

258) Music accompanying means the provision of music accompaniment to one or more students or staff in the course of teaching by another member of academic staff in circumstances where the accompanist deploys educational expertise in repertoire development or expression for student concert or examination purposes, but does not include concert accompanying, vocal coaching or musical directing. The rate paid for each hour of music accompanying incorporates payment for the specified associated working time.

| | |
|--------|---|
| Rate I | Music accompanying (one hour of delivery and one hour of associated working time). |
| Rate J | Music accompanying (one hour of delivery and one hour of associated working time) in circumstances where full Unit Assessor duties are required as part of normal duties or the employee holds a relevant doctoral qualification. |

Undergraduate clinical nurse education

259) A casual academic employee required to provide undergraduate clinical nurse education with directly associated non-contact duties in the nature of preparation, marking of student work completed during the clinical education and student consultation will be paid at a rate for each hour of clinical nurse education delivered according to rates below. Undergraduate clinical nurse education means the conduct of undergraduate nurse education in a clinical setting. The rate paid for each hour of undergraduate clinical nurse education delivery incorporates payment for the specified associated working time.

| | |
|--------|--|
| Rate K | Normal preparation required (one hour of delivery and one hour of associated working time). |
| Rate L | Little preparation required (one hour of delivery and 0.5 hour of associated working time). |
| Rate M | Normal preparation required (one hour of delivery and one hour of associated working time) in circumstances where full Unit Assessor duties are required as part of normal duties or the employee holds a relevant doctoral qualification. |

Rate N Little preparation required (one hour of delivery and 0.5 hour of associated working time) in circumstances where full Unit Assessor duties are required as part of normal duties or the employee holds a relevant doctoral qualification.

Casual Marking

260) Marking of student assessment will be paid on an hourly basis (unless reasonably contemporaneous with the lecture, tutorial or demonstration) calculated in accordance with the workload allocation model, according to the following table:

Rate O Marking I – is paid for non-contemporaneous marking when marking and grading student assessment items that do not require a significant exercise of academic judgement.

Rate P Marking II – is paid for non-contemporaneous marking where a significant exercise of academic judgement is required. This rate will be paid when marking assessment items of a unique character or where marking involves the provision of detailed written feedback to students in the absence of a marking guide.

A significant exercise of academic judgement may also include marking involved in advanced-level units such as honours theses, independent study or professional placement or project units.

Rate Q Marking III – paid in circumstances where full Unit assessor duties are required as part of normal duties or the employee holds a relevant doctoral qualification.

Marking or examination of post graduate theses will be paid by honorarium.

Other required academic activities

261) A casual academic employee required to undertake other academic activities will be paid at a rate for each hour according to the following table:

Rate R Other required academic activities includes all other work that is required to be performed by a person, acting as or on behalf of the employer and is so performed by the employee, being work in the nature of, but not limited to:

the conduct of practical classes, demonstrations, workshops, student field excursions; the conduct of clinical sessions other than clinical nurse education; the conduct of performance or visual art studio sessions; musical coaching, repertoireship, musical accompanying other than with special educational service; development of teaching and subject materials such as the preparation of subject guides, reading lists and basic activities associated with Unit administration; consultation with students; supervision; and attendance at departmental and/or faculty meetings as required.

Rate S Other required academic activities as for Rate R, in circumstances where full Unit Assessor duties are required as part of normal duties or the employee holds a relevant doctoral qualification.

262) Hours allocated and paid for undertaking 'other required academic activities' will take into account the total activity required for that task, which may include directly associated duties such as preparation, set-up, organisation and administration, travel and marking. All other required academic activities must first be approved by the casual academic employee's supervisor.

263) Casual academic employees will be paid within 22 days of submitting a valid pay claim.

- 264) Hours allocated to casual academics will align with the University's Academic Workload Framework or, where the Academic Workload Framework is silent, with the schools' practices for continuing and fixed-term academic workload allocation.
- 265) Heads of Schools have responsibility for the selection of casual employees within their work units, however, where required, the relevant unit assessor will have genuine input into the selection of academic casuals.
- 266) A casual academic employed to develop teaching and learning materials such as flexible learning resources in print, digital, online or other multimedia will be engaged on a Casual Engagement Contract and such work will not be covered by the terms of this Agreement.
- 267) A casual academic employee required to attend marking moderation meetings will be paid at the applicable hourly rate as stipulated in clause 261).
- 268) A casual academic employee who is required to work online in order to download student assignments, to upload marked assessment items and/or to enter grades will be paid at the applicable hourly rate as stipulated in clause 261).
- 269) A casual academic employee who is required to maintain contact with, or answer enquiries from students, whether face-to-face or through a different mode will be paid at the applicable hourly rate as stipulated in clause 261) in accordance with the workload allocation model.
- 270) A casual academic employee who has been notified that they are required to attend a work meeting called by the Head of Work Unit and will be paid at the applicable hourly rate for attendances at those meetings as stipulated in clause 261) for attendance.
- 271) Where a casual academic employee is paid in accordance with the Level A to Level E salary rates set out in Schedule 1 they will be entitled to incremental progression.
- 272) Casual academic employees who obtain continuing or fixed/maximum-term employment with the University at the same academic level as their casual contract will be appointed at no less than the relevant incremental step of their casual contract.
- 273) Casual academic employees will be able to apply for internally advertised academic positions.
- 274) Casual academic employees will be able to apply for internal funding opportunities, including grants and professional development funds on the same basis as continuing academic staff.
- 275) Casual academic employees will be provided with the following resources and facilities during the term of their employment contract:
 - a) all requisite teaching and learning materials, equipment and software;
 - b) library card;
 - c) email account;
 - d) network and intranet access; and
 - e) inclusion in the University's online staff directory.
- 276) Casual academic employees employed to undertake lecturing, tutoring or demonstrating duties of at least one contact hour per week for a complete teaching period, and who have not previously been

employed by the University, will be entitled to payment at the 'other academic duties' rate as stipulated in clause 261) to undertake the University's induction program.

Academic Duties

- 277) The University and its employees are committed to an equitable distribution of academic duties appropriate to the level of appointment, the allocation of work through a consultative and transparent process, and the requirement for all parts of the University to contain expenditure within allocated budgets.
- 278) The University and its' employees recognise the value of flexibility in workloads formulation in order to take account of the diversity of disciplines, study courses, research and commercial activities, and the complexities and variances of different delivery modes. The University and its employees acknowledge the changing nature of academic work and remain committed to effective and efficient teaching and learning processes that produce quality outcomes for students.
- 279) Academic workloads are based on 1725 hours a year, which is derived from 46 weeks (52 weeks less four weeks annual leave and two weeks of public holidays and University holidays) multiplied by 37.5 hours per week.

The academic teaching year

- 280) The University and its' employees recognise that, in order to remain competitive and successful within the rapidly changing context of higher education provision in the global context, the University may need to effect some changes to the teaching calendar in the academic year.
- 281) Consultation on the issues relating to the implementation of significant changes to the teaching calendar for the academic year during the term of this Agreement will include the provision of clause 188).

Academic Workload Framework

- 282) The University will maintain an Academic Workload Framework. The Academic Workload Framework will:
 - a) underpin the allocation and distribution of academic duties and workloads; and
 - b) allow for comparative assessments of the extent of duties and workloads for performance review and will be subject to monitoring and annual review by the Academic Workload Committee (AWC).
- 283) Heads of Schools will have responsibility for:
 - a) allocating the duties and workload of academic staff members, through a consultative process;
 - b) ensuring the Academic Workload Framework is applied correctly and consistently within the work unit;
 - c) ensuring that there is an equitable distribution of work across the work unit; and
 - d) ensuring duties and workloads are without risk to health and safety, and do not require academic staff to work excessive or unreasonable hours.
- 284) The Head of School will ensure that academic staff are consulted about duties and workloads through a collegial process at the local level, and will ensure that a de-identified and accurate record of teaching duties and overall workloads is circulated to all staff of the unit. The Head of School may delegate the

process of workload allocation to their nominee, however they bear final responsibility for all workload allocation and academic staff may request to resolve any issues directly with the Head of School.

285) Academic workload profiles will be one of the following:

| | Teaching and teaching related duties | Research/Scholarship of teaching | Service |
|--------------------------------|---|---|----------------|
| Teaching and Research Academic | 60% | 30% Research | 10% |
| Teaching Scholar | 70% | 20% Scholarship of teaching | 10% |
| Research Scholar | 20% | 70% Research | 10% |

Movement between academic workload profiles

286) Any movement between the above profiles for individual academic staff members will be negotiated with the Head of School and the employee, and then mutually agreed in writing. Requests to move between profiles should consider issues including:

- a) requirements of the work unit;
- b) past teaching performance and proposed teaching plans (including scholarship of teaching);
- c) past research output and proposed research plans; and/or
- d) the employee's skill set, career aspirations and circumstances.

287) Any movements between the above profiles will require formal ratification if changes to the academic staff member's contract of employment with the University are necessary. The Head of School and the employee will not unreasonably deny requests for movement between profiles. However, where agreement cannot be reached, the employee will remain on their current profile.

Variation of duties within agreed academic workload profiles

288) Variations within the above profiles for individual staff members may be negotiated between the employee and the Head of School through the annual PRP process. Variations may lead to an increase or decrease in any of the following three categories: teaching and teaching related duties; research/scholarship of teaching; and service. Requests to alter the work percentages of an academic workload profile should consider issues including:

- a) requirements of the work unit;
- b) proposed service level;
- c) past teaching performance and proposed teaching plans (including scholarship of teaching);
- d) past research output and proposed research plans; and/or
- e) the employee's skill set, career aspirations and circumstances.

289) Any variations will be recorded in writing and may apply for a single year or multiple years. If agreement cannot be reached the academic staff member will remain on their current profile.

Allocation of work within agreed academic workload profiles

- 290) Following negotiation with academic staff, workload duties and allocations for academic staff members will be determined by the Head of School for the coming academic year ensuring that there is an equitable distribution of academic duties and workload appropriate to the level of appointment, circumstances of the employee including skill set, track record, career aspirations and circumstances, and needs of the academic work unit. Where possible, periods of scheduled leave will be mutually agreed upon between the Head of School and the academic staff member during the PRP process.
- 291) To enable academic staff members to undertake research and scholarship, it is expected that their coursework teaching will normally be confined to four study periods per year, with two consecutive study periods without any coursework teaching. Academic staff members may, in negotiation with the Head of School, elect to extend their coursework teaching duties to more than four study periods in an academic year; such arrangements must be confirmed in writing and be in accordance with the approved activity profile of the academic staff member. However, to allow for the taking of annual leave and provide time for research/scholarship, academic staff members must be provided a minimum of two consecutive study periods without coursework teaching in any consecutive two year period.
- 292) Equitable allocation of academic duties may take into account:
- a) all scholarly activities;
 - b) teaching and teaching related duties;
 - c) industry liaison;
 - d) University, discipline and community service;
 - e) strategic priorities and goals of the University/work unit;
 - f) approved and planned initiatives in the work unit (e.g. new programs, major program reviews, changes or additions to modes of delivery or location of delivery);
 - g) research student supervision;
 - h) administrative duties;
 - i) course and unit development and review;
 - j) staff developments and professional requirements;
 - k) the needs of new teaching staff;
 - l) participation in mentoring programs;
 - m) the classification level of staff;
 - n) the allocation of proportionate workloads for part-time staff;
 - o) location, cross campus responsibilities and travel requirements; and
 - p) other factors that may be considered relevant to the work unit.
- 293) Service must be relevant to the University's and work unit's plans and goals. Service activities must be able to be completed within the allocated time. Academic staff members must have genuine input into agreed service activities, which must include an option for service outside their work unit, external to

the University, and/or other agreed service activities of mutual benefit to the staff member and the University.

- 294) Where academic staff have been required to work in excess of, or less than, the workload initially allocated, workloads will be adjusted and will be reconciled during, or at the end of, the calendar year. Any additional work must be agreed upon in writing between the staff member and the Head of School prior to being undertaken.
- 295) Individual workloads will be adjusted for periods of unscheduled leave greater than five consecutive working days, subject to staff following the requirements of this clause. As soon as possible, an academic staff member who is absent will communicate to the Head School the service and teaching related duties that are due to be completed during the period of unscheduled leave. Where those service or teaching related duties are not completed and the staff member is required to undertake this work upon their return from leave, the time required to complete the work will be added to the staff member's workload. Where research or scholarly output is impacted by significant periods of unscheduled leave, the Head of School will take this into account in any consideration of research or scholarly performance relative to opportunity.
- 296) Where an academic staff member's workload is in excess of, or less than, 1725 hours, these hours will be accounted for and reconciled in the following year's workload allocation, other than where the hours to be accounted for and reconciled are reasonable or minor.
- 297) Heads of Schools will consult with the academic staff member in determining how overload, or underload, hours are to be accounted for and reconciled, and will consider the preferences of the staff member along with the needs of the work unit. The reconciliation of additional hours in the following year's workload may include an agreement for the staff member to not attend for work on one or more individual days in any week, but no more than five consecutive days at any time. The reduction is a reduction in time an employee needs to account for and attend work, but it is not to be considered as a form of leave or any form of additional payment, and as such where unexpected work unit requirements emerge, the Head of organisational work unit may, with no less than two weeks' notice, alter the above arrangements to meet business needs.
- 298) To ensure excess hours are not constantly being carried forward, that work health and safety obligations are fulfilled, ordinarily an academic staff member should not be required to work above load in consecutive years.

Academic workload implementation, monitoring and review

- 299) The Academic Workload Committee (AWC) will be the University's committee responsible for the implementation, monitoring and review of the Academic Workload Framework. The AWC will meet at least two times per year, or as requested by members of the Committee.
- 300) The AWC will consist of:
 - a) A Chair, who will be an Executive Member appointed by the Vice Chancellor;
 - b) The Director, Human Resources or their nominee;
 - c) Three academic representatives chosen by the University;
 - d) Three academic representatives chosen by the NTEU.

- 301) Any concern by an academic employee about the application of the Academic Workload Framework will be raised with the Head of School in writing for clarification or resolution. Where any matter concerning the application of the Academic Workload Framework to an individual staff member remains unresolved it will be escalated, either by the academic staff member or the Head of School, to the chair of the Academic Workload Committee for resolution. The chair of the Academic Workload Committee will consult with both the academic staff member and the Head of School prior to resolving the matter. The academic staff member, the Head of School and the members of the AWC will be notified in writing of the outcome.
- 302) Any concern about the interpretation or consistency of application of the Academic Workload Framework between academic organisational units, or the adequacy of an allocation within the Academic Workload Framework, will be put in writing by the academic staff member/s and forwarded to the chair of the Academic Workload Committee and Director, Human Resources. Where possible those matters will be dealt with, by way of resolution or clarification, at the time they are raised so as not to delay or prolong any perceived inconsistencies. The academic staff member/s will be notified in writing of the outcome.
- 303) Through the Academic Workload Committee, the University will annually monitor and review the Academic Workload Framework so that it continues to take account of the value of flexibility in workloads, the diversity of disciplines, study courses, research and commercial activities, and the complexities and variances of different delivery modes. The key purpose of this monitoring and review process is to ensure that there are equitable workload allocations within organisation units and across the University.
- 304) Any changes to the Academic Workload Framework will be the subject of consultation within the Academic Workload Committee. Both NTEU and Management Representatives can raise issues to be considered. The processes and timeframes for changes will ensure that Committee representatives have time to consult with academic staff about any proposed changes.
- 305) Any changes to the Academic Workload Framework will require ratification by the Vice Chancellor.

PART 12 - PROFESSIONAL STAFF SPECIFIC MATTERS

Classification

- 306) Clauses 306) - 324) only apply to professional staff.
- 307) A 10 level single stream classification structure of Higher Education Worker (HEW) will be used for the purpose of classifying professional staff positions.
- 308) All Professional Staff positions will have a position description that outlines the overall purpose of the position and its overall context within the work unit. It will outline the skills, qualifications and experience required to undertake the role and key responsibilities of the position. It is the intention of the University that position descriptions will be kept up to date.
- 309) The classification of a position description is based on the qualifications, skills, qualities, abilities and experience required for the position, and knowledge, problem solving, accountability and complexity of the tasks required to perform the key responsibilities of the position, and does not incorporate an assessment of the personal attributes or performance of the occupation of the position.

- 310) HR Services will classify new and existing positions. A position description, in conjunction with the Professional Staff Secondary Classification Descriptors in Appendix B of the Agreement, will be used as the primary documentation to determine the appropriate classification of a position.
- 311) Positions will be classified by employees who have been trained in the use of the Professional Staff Classification Descriptors.
- 312) An employee and their supervisor will discuss the position description at the annual PRP process. Where duties undertaken are different from those duties in the position description, the position description will be updated to reflect the new duties, with any disagreement being subject to the process in clause 314).
- 313) In addition to clause 312), an employee may meet with their supervisor at any time to discuss and review their position description.
- 314) Where the employee and supervisor do not agree with changes to the position description, HR Services will request further information from the incumbent, their supervisor and/or Head of Work Unit, and following consultation will finalise the position description.
- 315) Where there are significant changes to a position description, the position classification level will be reviewed. Either the employee or the Supervisor may apply for the review.
- 316) The classification will normally be completed within six weeks from the date the approved position description is received by HR Services.
- 317) HR Services may also:
 - a) consider benchmarking to enable comparisons against like positions at the University;
 - b) request further information from the applicant/incumbent of the position and their supervisor; and/or
 - c) interview the incumbent of the position and their supervisor.
- 318) Following its assessment, HR Services will make a determination of the classification level and will provide written advice to the employee of the decision. Where a reclassification request has been unsuccessful, the written advice will include the staff member's right to seek a review and the timeframe required to do so.
- 319) If the classification outcome is at a lower classification than the position's current classification, the position will be classified at the new level but the occupant will retain their existing classification while they remain in that position. Where an existing position is reclassified to a higher level, the employee will be paid at the base level of the higher salary level from the date the application was received by the Head of Work Unit.
- 320) The employee may seek a review of the HR Services assessment of the classification of the position which must be notified within 10 working days from when the employee receives advice from HR Services.
- 321) Applications for review should be directed to the Vice President (Finance). The request must be in writing and should set out the reasons for the review.
- 322) A committee, chaired by the Director, Human Resources, will consider applications for review as per clauses 320) - 321). The committee will comprise:

- a) Two employees, nominated by the Director, Human Resources, who were not involved in the original Classification process;
 - b) One employee nominated by the CPSU; and
 - c) One employee nominated by the NTEU.
- 323) The committee will undertake a review of the position description in accordance with the procedures outlined in clause 310) - 316), and normally within six weeks of the receipt of the review request.
- 324) The committee will make a recommendation and refer it to the Vice President (Finance) for final approval.

Professional Staff Workloads

- 325) The University is committed to allocating and managing workloads in a consultative, fair and equitable manner, without risk to health and safety, and ensuring supervisors are aware of their responsibilities in managing and monitoring workloads.
- 326) The University and its employees recognise the importance of a balance between working life and family/social responsibilities and circumstances. The University will not make demands of employees that are inconsistent with this principle, such as placing unreasonable expectations on employees that result in working excessive hours.
- 327) Employee workloads will be managed in the context of the responsibilities within the relevant position description, the employee's level of appointment and the requirements of the work unit. Workload issues may be discussed as part of the annual PRP.
- 328) Indicators of unreasonable workload management may include but are not limited to:
- a) an ongoing requirement to work excessive hours;
 - b) sustained and inequitable distribution of tasks within a team or work unit;
 - c) repeated refusal to allow employees to take annual leave or clear flex balance;
 - d) high or changed use of personal leave;
 - e) high staff turnover; or
 - f) decline in staff performance.
- 329) In the first instance, concerns about workload or balance of duties undertaken should be raised by the employee/s with their supervisor for clarification or resolution and then to the Head of Work Unit if the matter remains unresolved.
- 330) The Head of Work Unit will review the workload concern in consultation with the staff member. Issues to consider may include:
- a) actual hours worked;
 - b) changes in staffing levels over time;
 - c) changes in work volume or work requirements;
 - d) leave patterns; or
 - e) staff members' experiences or concerns.

- 331) If an employee remains concerned about workload after raising the matter with their supervisor and the Head of the Work Unit, the employee may refer the matter in writing to HR Services for review and mediation in a timely manner. The employee will be notified in writing of the outcome.
- 332) In reviewing workload, the supervisor, the Head of Work Unit and/or HR Services will consider a range of relevant and available information impacting on the function/s required to be performed.
- 333) If the matter remains unresolved after review by HR Services, the employee may seek redress either under the Complaint Policy - Staff or the Dispute Resolution Procedures.

Professional Staff Career Development

- 334) The University is committed to providing opportunities for professional employees to build their skills and competencies, and to develop their careers to benefit the individual employee and improve University performance.
- 335) The University will facilitate a supportive environment for career development by:
 - a) promoting equitable access to training;
 - b) enhancing and supporting skills development; and
 - c) providing opportunities, such as secondments and relieving at a higher level, for employees to build skill profiles and develop their careers.
- 336) The University will continue to offer a scholarship for professional staff to undertake relevant part-time undergraduate studies at Southern Cross University. One undergraduate scholarship will be offered per calendar year through a competitive application process. Continuing support will be subject to satisfactory progress within the course of study.
- 337) Professional staff undertaking an approved course of study in accordance with the University's policy on study assistance are entitled to receive study leave.
- 338) To support professional staff in preparing them for their next career step with the University, a separate and central fund specifically for use by professional staff will be made available to support professional development activities.
- 339) An amount of \$100,000 will be available each calendar year during the life of this Agreement. The fund will support professional staff development activities aligned with the staff member's performance plan and the University goals and priorities.
- 340) Funds will be allocated through an application process to be facilitated through HR Services at least once per year. Applications will be called for in the first half of the year, and if circumstances require it, a second round may be called for. The University will endeavour to distribute funds equitably for professional staff development activities across all HEW levels.
- 341) The University will report to JCF following each application round on the number of applications supported by type of support and HEW level.

Casual Professional Staff

- 342) The base hourly rate of pay for casual employees will be calculated by dividing the weekly salary of the classification level by 35.

- 343) Approved work in excess of 10 hours on any day or in excess of 35 in any week Friday to Thursday, will attract overtime rates on the base hourly rate.
- 344) In respect of overtime, public holidays and penalties the employee will receive the greater of those rates or the casual loading, but not both.

Minimum engagement

- 345) The minimum period of engagement will be one hour for casual employees employed as follows:
- a) students employed Monday to Friday in teaching weeks;
 - b) educational support staff such as academic readers, notetakers, practical assistants and sign interpreters, engaged to provide assistance to students with a disability; and
 - c) persons with a primary occupation elsewhere.
- 346) All other casual employees will be engaged for a minimum period of:
- a) three hours; or
 - b) one hour - if mutually agreed between the University and the employee in relation to work that is performed remotely.

Shift Penalties and Allowances

- 347) The following shift definitions will apply to all employees other than those working flexitime as defined in clauses 373) - 391), and the following allowances (shown in brackets) for shift work will be payable in addition to salary:
- a) day - means the period from midnight to midnight;
 - b) early morning shift - any shift commencing before 6.00 am (10%);
 - c) afternoon shift - any shift finishing after 6.00 pm, and at or before midnight (15%);
 - d) night shift - any shift finishing subsequent to midnight and at or before 8.00 am (15%);
 - e) night shift non-rotating - any shift system in which night shifts are worked which do not rotate or alternate with another shift so as to give the employee at least one third of their working time off night shift in each roster cycle (30%);
 - f) shifts worked on Saturday (50%), and Sunday (100%).

Overtime

- 348) An employee classified at HEW 7 and below will receive payment for overtime as defined below. Employees classified at HEW 8 – HEW 10 level will not be eligible for the payment of overtime, but may, with prior approval by the Head of Work Unit, be eligible for Time Off in Lieu of Overtime (TOIL) instead. Where TOIL is approved in lieu of payment of overtime, it should be taken within six months of its accrual. Where the University has not been able to allow the employee to take TOIL within six months of its accrual, overtime will be paid to the employee at the rate applicable at the time of accrual.
- 349) Eligible employees may be required to perform reasonable overtime, and all such work authorised to be performed outside, or in excess of, the ordinary or rostered span of hours on any one day or in any

one week, will be deemed to be overtime and will be paid for at the rate of time and a half for the first two hours on any one day, after which double time will be paid.

- 350) For business continuity and other reasons impacting on core University services and operations, employees from relevant work units may be required to work overtime on a regular basis, or at peak times during the year. In such cases, the University will ensure employees do not work unreasonable amounts of overtime as defined in clause 352).
- 351) Wherever practicable, employees will be given 48 hours' notice of the requirement to work overtime. An employee is entitled to refuse the requirement to work overtime if the overtime would be unreasonable having regard to any risk to the employee's health and safety, and the employee's personal circumstances, including any family responsibilities.
- 352) The University does not condone or encourage employees working unreasonable overtime. Unreasonable overtime is defined as working more than 20% of an employee's ordinary hours averaged over three months.
- 353) All overtime worked on Sundays will be paid for at the rate of double time, with a minimum payment of four hours.
- 354) All overtime worked on a public holiday will be paid at two and one half times the ordinary rate, with a minimum payment of four hours.
- 355) Part-time employees who are directed to work in excess of their agreed ordinary hours of duty will be paid in accordance with the overtime rates, or take TOIL, as provided in this Agreement.
- 356) An employee who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that they do not have at least 10 consecutive hours off duty between those times will be released after completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 357) If an employee is directed by the supervisor to resume or continue work without having 10 consecutive hours off duty, then the employee must be paid at the overtime rate until they are released from duty. In these circumstances, the employee is entitled to be absent for 10 consecutive hours without loss of pay for working time occurring during that absence. The provisions of this clause will apply in the case of shift workers as if eight hours were substituted for 10 hours when overtime is worked for the purpose of changing shift rosters, or where a shift worker does not report for duty and a day worker or a shift worker is required to replace such shift worker.
- 358) Each day's overtime will stand alone and will be calculated to the nearest quarter of an hour.
- 359) An employee who has the permission of the University to work flexible hours may work in excess or outside of the prescribed ordinary hours of work in a day or a week, subject to the limits specified from time to time by the University. Time worked to accumulate flexible or variable working hours credits or to extinguish debts will not attract overtime payments.
- 360) If an employee works overtime and agrees to take TOIL the University may, instead of paying overtime, give the employee time off for a period equal to the overtime hours that would have been payable. For example, four hours overtime worked at double time is equal to eight hours' TOIL payment.

- 361) If an employee is called back for work after leaving the University they will be paid at the appropriate overtime rate for a minimum of four hours. Each call stands alone. This does not apply if it is customary for an employee to return to the University to perform pre-arranged overtime or where the overtime is continuous (provided there is a reasonable meal break) with the start or end of normal working time.
- 362) If an employee is instructed to report for overtime on a day when they would not have to work, and on reporting for duty finds that there is no work, the employee will be paid three hours overtime at that day's overtime rate.

Public Holidays

- 363) Where time is worked on a public holiday an employee will, in addition to being paid for the ordinary hours they work, be paid time and a half for the hours worked. However, the extra payment will be instead of any shift allowance otherwise payable.
- 364) In the case of employees working rostered hours in accordance with clauses 392) - 423), if a public holiday falls on a rostered day off, the employee will be entitled to an additional day's leave. The leave will be taken at a time convenient to the employee and the University. At the option of the University, and depending on the needs of the workplace, an additional day's pay at the ordinary rate can be offered as an alternative to the additional day's leave.

Allowance Absorption

- 365) In translating the previous job classifications to the single stream classification structure all salary-related allowances, other than Relieving, First Aid, Shift and Licence Allowances, have previously been absorbed into the annual rates of pay applying prior to the operation of this Agreement and therefore will not be the basis of any further payment. Tool allowances will no longer be payable on the basis that the University undertakes to provide all necessary tools.

Hours of Work

Introduction

- 366) Through flexible work attendance arrangements the University aims to assist professional staff in reaching a balance between work and family life.
- 367) Professional staff employees will work one of the following hours of work arrangements:
- a) ordinary hours in accordance with clauses 370) - 372); or
 - b) flexitime in accordance with clauses 373) - 391); or
 - c) rostered hours in accordance with clauses 392) - 423).
- 368) The hours of work arrangement adopted will be in accordance with the needs of the organisational unit as determined by the relevant delegated officer, and will be as a consequence of consultation with the employees so affected.
- 369) All full-time employees will be entitled to work their daily contract hours on any day Monday to Friday inclusive. A part-time or fractional employee will be entitled to work their contract hours in accordance with their contract of employment, or where not specified, by agreement with their supervisor.

Ordinary hours

- 370) Ordinary hours of duty for professional staff employees will be 35 per week, to be worked during the normal hours of operation of the University, between 9.00am to 5.00pm, Monday to Friday inclusive.
- 371) The normal meal break will be one hour, and an employee will not be required to be on duty for more than five hours from the time of commencement without a meal break.
- 372) Subject to the availability of work, an employee who has the permission of the relevant delegated officer to work flexible hours may work in excess or outside of the prescribed ordinary hours of work to accumulate flexible working hours credits, or to extinguish debits. Time worked for these purposes will not attract overtime payments.

Flexitime

Definition

- 373) Flexitime is a system of attendance whereby individual employees select their starting and finishing times from day to day subject to the concurrence of their Head of Work Unit and the requirements of the organisational unit within which they work.

Contract hours

- 374) A full-time employee's hours are seven daily and 140 for a four week settlement period. Part-time employee's hours are based on their agreed work hours, calculated over the four week settlement period.

Span of hours and hours worked

- 375) Unless another 12 hour span of hours is otherwise agreed between the employee and the Head of Work Unit, for employees other than grounds and outdoor staff, flexitime may be worked between the hours of 7am and 7pm, Monday to Friday inclusive. Grounds and outdoor staff will observe a 12 hour span of hours to be worked between 6am and 6pm.
- 376) The employee may revert to working ordinary hours by consent or at the direction of the University with one months' notice.

Hours of attendance

- 377) Normally, the period during the span of hours when each employee is required to be on duty, unless on authorised leave, will be between the hours of 9.30am and 3.30pm, Monday to Friday inclusive.
- 378) An employee may only elect to work up to 10 hours in any one day, subject to the availability of work as determined by the supervisor.
- 379) An employee must take a 10 hour break between the finishing time of one day and the commencement time of the next day, including during periods of weekend work.
- 380) An employee may be directed by the Supervisor or Head of Work Unit to work more than 10 hours in any one day as a consequence of:
 - a) plant, equipment, network, software or system failure;
 - b) an emergency or other condition that if not rectified would compromise the normal functioning of the University and or the safety of staff, students or the public; or

- c) an abnormal peak workload demand.

381) In which case, overtime rates will be paid for those hours worked in excess of seven, unless the agreed hours of work on the day the overtime is worked is more than seven.

Meal breaks

382) The normal meal break will be one hour. The maximum meal break is two and a half hours, and any meal break in excess of one hour will be approved by the employee's supervisor.

383) The minimum meal break will be 30 minutes.

384) An employee will not be required to be on duty for more than five hours from the time of commencement without a meal break.

Accumulated flexitime credits or debits

385) An employee may accumulate credit or debit hours throughout a settlement period, provided that at the end of the settlement period the number of credit or debit hours carried forward does not exceed 15 hours, except that with prior written approval from the Supervisor or Head of Work Unit an employee may accumulate a maximum of 35 credit hours.

386) The supervisor will make every effort to ensure that an employee is able to take accumulated hours, in accordance with clause 385) within the settlement period.

387) The supervisor will make every effort to ensure that an employee does not consistently or unreasonably forfeit excess credit hours at the conclusion of the settlement period.

388) Where an employee's accumulation of debit hours at the end of a settlement period exceeds 15 hours, such excess hours will be debited against the employee's accrued annual leave, or where the employee has no such leave available, will be taken as leave without pay.

389) Where the accumulation of excess credit hours up to the maximum of 35 hours has been approved, such approval will be conditional upon:

- a) a requirement that the employee utilises such flexitime by or during a specified period or date; or
- b) that the employee will take in excess of one days' flex leave in following settlement periods until the excess hours are exhausted.

390) No payment or reduction in payment shall be made for credits or debits in flexitime hours accrued at the cessation of employment.

Taking flexi-leave

391) Unless otherwise varied in accordance with clause 389), the flexi-leave entitlement of an employee will be 10 hours in any settlement period, subject to the prior approval of the supervisor as to when the flexi-leave is to be taken.

Rostered hours

Introduction

392) The relevant delegated officer will decide, after consultation with the employees involved, whether an employee (one not working in accordance with the flexi-time scheme) will be rostered to work in accordance with either a fixed shift pattern or a rotational shift pattern.

- 393) Any proposals relating to rostered work which differ from the provisions of clauses 392) - 423) will be the subject of specific negotiations and agreement between the University and affected employees.

Definitions

- 394) A shift roster is a schedule showing how each employee will work their ordinary hours of work within a particular shift pattern.
- 395) A shift pattern describes the type of shift arrangement in place with particular reference to the duration of the shift.
- 396) A continuous shift is one which is worked from beginning to end without being broken for reasons other than a meal break.
- 397) A fixed shift pattern is one where the shift roster sets the same commencing and finishing hours for each shift to be worked on the same days each week throughout the shift roster.
- 398) A rotational shift pattern is one where the shift roster sets different commencing and finishing times for the various shifts to be worked, and/or different days each week, throughout a roster.
- 399) A week in respect of rostered hours is a period of seven days, Monday to Sunday inclusive.
- 400) An annual allowance in lieu of shift penalties/allowances is calculated by totalling the shift penalties/allowances payable during the course of the year. The annualised amount is then paid in accordance with the payment of annual salary, in fortnightly instalments. This allowance would not be payable during any period of leave other than annual leave as per clauses 147) - 153).

Hours of work

- 401) The hours of work for employees working shifts will be 35 hours per week, averaged over a 12 week period.
- 402) The hours of work may be worked on any day of the week, subject to the shift patterns as specified in clauses 403)- 409).

Shift patterns

- 403) Shift patterns may be fixed or rotational provided that no roster will be established requiring an employee, including a casual employee, to work a fixed night shift.
- 404) The standard shift duration to be worked on any day will be a maximum of 10 hours, but by agreement may be extended to a maximum of 12 hours.
- 405) The minimum shift duration to be worked on any day will be four hours.
- 406) Subject to the variation of the maximum shift duration in accordance with clause 404), no employee will be required to work more than four 10 hour shifts in any one week.
- 407) No employee will be required to work more than five 4-8 hour shifts in any one week.
- 408) There will be a minimum 10 hour break between concluding one shift and commencing the next shift. In those instances where an employee is directed to resume duty without having taken a 10 hour break between shifts, including a situation where the employee did not have a 10 hour break because they were required to work overtime at the end of the preceding shift, then the employee will be paid at overtime rates until such time as a 10 hour break is allowed.

409) There will be no broken shifts.

Notice of shift changes

- 410) A minimum seven days' notice will be given to an employee when that employee is directed to work a different shift than that which is set down in the current shift roster.
- 411) Where a change in shift pattern is being considered, the University will consult with employees regarding the proposed changes. A minimum of 28 days' notice will be given to the affected employees prior to the implementation of a new shift pattern.
- 412) The implementation of a new shift pattern will take place only at the conclusion of a regular cycle within the shift pattern in operation.
- 413) The minimum notice periods required under clauses 410) - 411) will not apply where an employee is absent from duty on account of illness, or on account of an emergency, and the roster or shift pattern is changed so as to enable the normal function of the University to be continued.

Shift and penalty rates

- 414) An employee rostered to work shifts will be paid shift penalties in accordance with clause 347) of this Agreement.
- 415) Employees, other than casual employees, working a seven day rotational shift pattern may, with the concurrence of the parties to this Agreement, be paid the fortnightly equivalent of an annual allowance in lieu of those shift penalties and allowances payable under clause 347) which are applicable throughout the roster cycle in place under that particular shift pattern.
- 416) Casual employees working a particular shift will be paid the shift penalties appropriate to that shift in accordance with clause 347).
- 417) Shift penalty rates, including any annual allowance in lieu of shift penalties payable under clause 541, will not apply to any period of leave, except where such penalties or annual allowance are paid as a leave loading payment under clauses 147) - 153).

Time off

- 418) No employee will be rostered off duty for more than a maximum of 14 days, excluding normal leave, per 28 day cycle.
- 419) An employee will be rostered off duty for a minimum of eight days per 28 day cycle.

Overtime

- 420) In respect of employees working shifts (other than casual employees), overtime will be defined as any time that an employee is directed to work outside the current shift roster.
- 421) In respect of casual employees participating in a rotating shift roster, overtime will be defined as any time that a casual employee is directed to work in excess of seven hours on any day.
- 422) Every reasonable effort should be made to keep overtime to a minimum.
- 423) Overtime payments will be calculated on the ordinary hourly rate of pay for the particular employee.

PART 13 – TERMINATION OF EMPLOYMENT

- 424) All decisions by the University to terminate the employment of an employee covered by this Agreement must be made in accordance with the relevant provisions of this Agreement.
- 425) Procedural fairness and natural justice will apply and those involved in any disciplinary action or complaint process have a duty not to be affected by favouritism, bias or conflict of interest and must act fairly and impartially.

Notice Periods

- 426) Within the provisions of this Agreement, in matters relating to termination of employment, either the University or the employee must give notice in accordance with the following table:

| | |
|--------------------|--------------|
| Professional Staff | Four weeks |
| Academic Staff | Three months |

- 427) The notice period required to be given by the University will be increased by one week if the employee is over 45 years old and has completed two years continuous service with the University.
- 428) At the request of the employee, a reduction in the notice periods outlined at clause 426) may be approved by the relevant delegated officer.
- 429) Where the University terminates an employee, payment instead of notice will be made if the University does not require the person to work out the notice period. Where the employee is only required to work part of the required notice period, the University will pay out the remainder of the notice period.
- 430) If an employee fails to give notice, the University has the right to withhold monies due to the employee to a maximum amount equal to the ordinary time rate of pay for the period of notice.
- 431) In calculating any payment instead of notice, the rate of pay an employee would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated will be used.

Time off during notice period

- 432) Where the University has given an employee notice of termination, the employee will be allowed up to one day off per week without loss of pay to seek other employment. The time off will be taken at times that are convenient to the University after consultation with the University.

Employees exempted

- 433) Clauses 426) - 432) will not apply where the University terminates an employee on the grounds of serious misconduct, under probation, or to casual employees, apprentices, or employees engaged on a fixed-term appointment, or for separations on the grounds of redundancy or voluntary separation.

Abandonment of Employment

- 434) Where an employee is absent from duty for a continuous period of five working days without advice to the supervisor or the approval of the University, or without apparent good cause, the University will take all reasonable steps to contact the employee. If necessary, this will include sending a certified letter to the employee's last known mailing address asking the employee to inform the University of the reasons for the unauthorised absence from duty. A copy of the letter will be sent to known email addresses of the employee.

- 435) The University may send a certified letter to the employee's last known mailing address, and known email addresses, before the expiration of the five days of the initial unauthorised absence if the University suspects that an employee has abandoned their employment.
- 436) If there is no response to the University's letter within 14 calendar days, the employee will be suspended without pay. This will take effect from the close of business on the last day the employee actually attended work, was on approved leave or was otherwise absent from duty for a lawful reason.
- 437) If the employee does not establish to the satisfaction of the University that the employee was absent for a lawful reason or if the employee did not respond within 28 calendar days, the University may terminate the employee's employment in accordance with clauses 426) - 431)(inclusive) of this Agreement.

III Health Termination

- 438) Where the University has concerns about an employee's capacity to safely and satisfactorily perform the inherent requirements of their position, a supervisor should discuss these concerns with the relevant employee in the first instance (where it is reasonable, practical and appropriate to do so).
- 439) The University may require an employee, to undergo an independent medical examination by a medical specialist chosen by and at the expense of the University where the University has concerns about an employee's capacity to safely and satisfactorily perform the inherent requirements of their position. The University will provide the employee with written notice that a medical examination is required within two months of the date the notice is given.
- 440) Where the employee applies to their superannuation fund,, prior to the expiry of the period of notice, for a permanent disablement or temporary incapacity benefit the requirement for an independent medical examination will lapse, and no further action will be taken by the University pursuant to this clause (subject to clause 443). The employee will provide the University with satisfactory evidence that such an application has been made to their superannuation fund for the purposes of this clause.
- 441) A copy of the medical report made by the medical specialist will be made available to the University and to the employee unless the medical specialist issues a recommendation to the contrary.
- 442) If the medical examination reveals that the employee is unable to safely and satisfactorily perform the inherent requirements of their position and is unlikely to be able to do so within a reasonable period of time, the 426) – 431) (inclusive) of this Agreement. Employees will be afforded procedural fairness before the University makes any decision about their ongoing employment in these circumstances.
- 443) Where the superannuation fund decides that the employee, following a period of receipt of a temporary disability benefit, is capable of resuming work and the University elects to continue with this process, the University may proceed in accordance with these ill-health termination provisions.
- 444) Where the superannuation fund decides that an employee is unable to perform their duties and accepts an employee's application for Total and Permanent Disablement Benefit, the University may terminate the employment of the employee in accordance with clauses 426) 431)(inclusive) of this Agreement
- 445) Where an employee refuses to undergo a medical examination within two months of the written notification to do so, the University may reasonably conclude that the employee is unable to perform their duties and is unlikely to be able to resume them within a reasonable period, and may terminate employment in accordance with clause 442).

- 446) A refusal by an employee in these circumstances will not constitute misconduct and will not lead to any greater penalty or loss of entitlements than would have resulted from an adverse medical report.

PART 14 – DISPUTE RESOLUTION & GRIEVANCES

- 447) If a dispute is:

- a) about a matter arising under this agreement; or
- b) in relation to the National Employment Standards;

this part sets out procedures to settle the dispute.

- 448) An employee who is a party to the dispute and the University may appoint a representative for the purposes of the procedures (including at the FWC) in this part (including to appear at the FWC). Representatives may include, for example, a union, AHEIA, legal representatives or other paid agents.

- 449) **Step 1:** An employee or group of employees who wish to raise a dispute must do so by notifying their immediate supervisor(s).

To maximise the opportunity to resolve the dispute in an efficient and effective manner, this notification must be in writing and:

- a) state that a dispute is being notified in accordance with this procedure;
- b) identify the provisions of the agreement and/or National Employment Standards relevant to the dispute; and
- c) outline the nature of the dispute (including how it applies to their employment) and the outcome sought to resolve the dispute.

The relevant supervisor may request further information to enable them to properly understand the nature of the dispute before discussions are held in accordance with Step 2 below.

- 450) **Step 2:** In the first instance, the parties to the dispute must try to resolve the dispute at the work unit level, by discussion between the employee or employees and their immediate supervisor(s).

This step may be bypassed by agreement between the Director of Human Resources and the employee (or all employees) who are party to the dispute.

However, if such discussions are not held within 10 working days of the Step 1 dispute notification, the employee(s) may unilaterally elect to progress to Step 3. This election will not be available to employee(s) if the Step 1 dispute notification is deficient, if the relevant supervisor has requested and is awaiting further information from the employee(s), if the discussions have been scheduled within a reasonable period of time beyond the 10-day period and/or if further discussions have been scheduled to deal with the dispute.

- 451) **Step 3:** Where the dispute is not resolved at the work unit level by discussion with the immediate supervisor(s), if the employee or group of employees wish to progress the dispute then the employee(s) must notify the Director of Human Resources and their Executive Member.

This notification must be in writing and:

- a) attach the written notification referred to in clause 449) above;

- b) outline what steps have been taken to resolve the dispute in accordance with clause 450) above; and
- c) state that the dispute has not been resolved and that the employee(s) request a further meeting to attempt to resolve the dispute.

This step may be bypassed by agreement between the Director of Human Resources and the employee (or all employees) who are party to the dispute.

- 452) **Step 4:** A meeting between the employee or group of employees and University Management will then be convened to try and resolve the dispute. The appropriate persons to attend this meeting on behalf of University Management will be determined by the Director of Human Resources.

This step may be bypassed by agreement between the Director of Human Resources and the employee (or all employees) who are party to the dispute.

However, if this meeting is not held within 20 working days of the Step 3 dispute notification, the employee(s) may unilaterally elect to progress to Step 5. The election will not be available to employee(s) if the Step 3 dispute notification is deficient, if the meeting has been scheduled within a reasonable period of time beyond the 20-day period and/or if further meetings have been scheduled to deal with the dispute.

- 453) **Step 5:** If steps 2, 3 and 4 have been completed but do not resolve the dispute (or have been bypassed by agreement), a party to the dispute may refer the matter to the Fair Work Commission.

The Fair Work Commission may deal with the dispute in 2 stages:

- a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, by one or more of mediation, conciliation, expressing an opinion or making a recommendation; and
- b) subject to clause 9 below, if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - i) arbitrate the dispute (in doing so, the Fair Work Commission must first and separately determine any jurisdictional objections raised by the parties before issuing any directions in relation to, or hearing, the dispute, unless otherwise agreed in writing by the parties); and
 - ii) make a determination that is binding on the parties.

Note: If Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.

- 454) A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.
- 455) A party to the dispute will not oppose or otherwise object to another party being represented by a lawyer or paid agent for the purpose of proceedings before the Fair Work Commission.
- 456) While the parties are trying to resolve the dispute using the procedures in this term:
- a) an employee must continue to perform work as directed by the University unless they have a reasonable concern about an imminent risk to their health or safety; and
 - b) an employee must comply with a reasonable direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:

- i) the work is not safe; or
 - ii) applicable occupational workplace health and safety legislation would not permit the work to be performed; or
 - iii) the work is not appropriate for the employee to perform; or
 - iv) there are other reasonable grounds for the employee to refuse to comply with the direction.
- 457) The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.

PART 15 - WORKPLACE HEALTH AND SAFETY

- 452) In matters relating to workplace health and safety, the University accepts its responsibility under relevant legislation and requires employees to act responsibly and to comply with statutory requirements.

Clothing and safety equipment

- 453) Where the University requires an employee to wear a uniform or protective clothing as part of their employment, the University will provide the uniform or protective clothing required.
- 454) The University will supply safety equipment as required under relevant legislation.
- 455) Employees provided with items of clothing or safety equipment will be required to wear or use the items whilst performing the duties for which the clothing or safety equipment is supplied.

Compensation for loss or damage to personal property

- 456) Where an employee is not entitled to damages under Worker's Compensation legislation, the University will compensate an employee for damage sustained to personal property in the course of their employment where the damage occurs:
- a) due to the negligence of the University or another employee in the execution of their duties; or
 - b) by a defect in the University's materials or equipment; or
 - c) where an employee has protected or attempted to protect the University's property from loss or damage.

Medical examination and immunisation expenses

- 457) Where, in the course of their employment, an employee has engaged in duties associated with infectious or contagious material or infected animals, or is engaged in work that makes the employee more than usually liable to contract any infectious disease, or has worked continually with toxic substances, the employee will be reimbursed the cost reasonably incurred in obtaining regular medical examinations and reports and immunisation against infectious diseases.
- 458) This provision will not apply where the University offers and provides the opportunity for medical examination and/or immunisation of the employee without cost to the employee. An employee will be provided with a copy of the reports of such medical examinations upon request.

University Related Travel

- 459) The University is committed to promoting the safety of employees by actively supporting responsible decision-making and safe driving practices in relation to travel for work.

PART 16 – UNION RESOURCES

Union Resources

- 460) The University will provide each union with:
- a) an office on the Lismore campus;
 - b) access to a University notice board for posting authorised notices;
 - c) access to the University's telephone system on a user pays basis, internal mail system and a University email account; and
 - d) payroll deductions for union fees (subject to compliance with the FWA and authorisation by the employee).
- 461) The use by unions of University email and telephone systems is subject to the Computing Conditions of Use Policy and Code of Conduct.
- 462) The University will include information about union membership on the University's staff induction program.
- 463) Each union may, with the provision of notice in advance, hold meetings of members on the premises of the University in accordance with the University's Timetable Policy. Union meetings will ordinarily be held during meal or other work breaks and may only be held during working hours if agreed in advance between the union and the University.
- 464) The University will grant accredited union representatives leave with pay to attend union training and external union meetings of up to five days per year. Approval for such leave will be subject to the needs of the relevant organisational unit.
- 465) Employees who have been appointed by a union to be a union representative will be given reasonable time off during working hours for the conduct of essential union affairs. No employee will be disadvantaged as a result of their involvement in union activities conducted in accordance with responsibilities incurred as a result of implementation of this Agreement.

PART 17 - FLEXIBILITY

- 466) The Model Flexibility Term as set out in the *Fair Work Regulations 2009* is incorporated as a term of this Agreement.

SCHEDULE 1: ACADEMIC SALARIES

| Level/ Title | Year | 3.25% + \$500 increase to base salaries from first full pay on or after 30 Jan 2023 | 1.5% increase from first full pay on or after 30 January 2024 | 1.5% increase from first full pay on or after 30 June 2024 | 2.0% + \$500 increase from first full pay on or after 30 January 2025 |
|-----------------|------|--|--|---|--|
| Level A | 1 | 74,559 | 75,678 | 76,813 | 78,849 |
| | 2 | 78,665 | 79,845 | 81,043 | 83,164 |
| | 3 | 82,760 | 84,002 | 85,262 | 87,467 |
| | 4 | 86,873 | 88,176 | 89,498 | 91,788 |
| | 5 | 90,208 | 91,561 | 92,934 | 95,293 |
| | 6 | 93,541 | 94,944 | 96,368 | 98,795 |
| | 7 | 96,875 | 98,328 | 99,803 | 102,299 |
| | 8 | 100,213 | 101,716 | 103,242 | 105,806 |
| Level B | 1 | 105,344 | 106,924 | 108,528 | 111,199 |
| | 2 | 109,190 | 110,828 | 112,491 | 115,240 |
| | 3 | 113,034 | 114,730 | 116,451 | 119,280 |
| | 4 | 116,890 | 118,643 | 120,423 | 123,331 |
| | 5 | 120,730 | 122,541 | 124,380 | 127,367 |
| | 6 | 124,585 | 126,454 | 128,350 | 131,417 |
| Level C | 1 | 128,427 | 130,353 | 132,308 | 135,455 |
| | 2 | 132,279 | 134,263 | 136,277 | 139,503 |
| | 3 | 136,121 | 138,163 | 140,235 | 143,540 |
| | 4 | 139,970 | 142,070 | 144,201 | 147,585 |
| | 5 | 143,816 | 145,973 | 148,163 | 151,626 |
| | 6 | 147,663 | 149,878 | 152,126 | 155,669 |
| Level D | 1 | 154,080 | 156,391 | 158,737 | 162,412 |
| | 2 | 159,204 | 161,592 | 164,015 | 167,796 |
| | 3 | 164,336 | 166,801 | 169,303 | 173,189 |
| | 4 | 169,474 | 172,016 | 174,596 | 178,588 |
| Level E | 1 | 197,689 | 200,654 | 203,664 | 208,237 |

SCHEDULE 2: PROFESSIONAL STAFF SALARIES

| HEW Level | Year | 3.25% + \$500 increase to base salaries from first full pay on or after 30 Jan 2023 | 1.5% increase from first full pay on or after 30 January 2024 | 1.5% increase from first full pay on or after 30 June 2024 | 2.0% + \$500 increase from first full pay on or after 30 January 2025 |
|-----------|------|---|---|--|---|
| 1 | 1 | 52,933 | 53,727 | 54,533 | 56,124 |
| | 2 | 54,075 | 54,887 | 55,710 | 57,324 |
| | 3 | 55,213 | 56,041 | 56,882 | 58,520 |
| | 4 | 56,333 | 57,178 | 58,036 | 59,697 |
| 2 | 1 | 57,494 | 58,356 | 59,232 | 60,916 |
| | 2 | 58,638 | 59,518 | 60,410 | 62,119 |
| | 3 | 59,780 | 60,677 | 61,587 | 63,319 |
| | 4 | 60,920 | 61,834 | 62,761 | 64,516 |
| 3 | 1 | 62,630 | 63,569 | 64,523 | 66,313 |
| | 2 | 64,342 | 65,307 | 66,286 | 68,112 |
| | 3 | 66,627 | 67,627 | 68,641 | 70,514 |
| | 4 | 68,339 | 69,364 | 70,405 | 72,313 |
| 4 | 1 | 69,473 | 70,515 | 71,573 | 73,504 |
| | 2 | 71,185 | 72,253 | 73,337 | 75,303 |
| | 3 | 72,893 | 73,986 | 75,096 | 77,098 |
| | 4 | 74,607 | 75,726 | 76,862 | 78,899 |
| 5 | 1 | 76,892 | 78,045 | 79,216 | 81,300 |
| | 2 | 79,740 | 80,936 | 82,150 | 84,293 |
| | 3 | 82,595 | 83,834 | 85,092 | 87,293 |
| | 4 | 85,445 | 86,726 | 88,027 | 90,288 |
| 6 | 1 | 88,301 | 89,625 | 90,970 | 93,289 |
| | 2 | 91,154 | 92,521 | 93,909 | 96,287 |
| | 3 | 94,001 | 95,411 | 96,842 | 99,279 |
| | 4 | 96,849 | 98,302 | 99,776 | 102,272 |
| 7 | 1 | 99,711 | 101,207 | 102,725 | 105,279 |
| | 2 | 102,562 | 104,100 | 105,662 | 108,275 |
| | 3 | 105,416 | 106,998 | 108,603 | 111,275 |
| | 4 | 108,268 | 109,892 | 111,541 | 114,271 |
| 8 | 1 | 111,116 | 112,783 | 114,474 | 117,264 |
| | 2 | 114,414 | 116,130 | 117,872 | 120,729 |
| | 3 | 116,820 | 118,573 | 120,351 | 123,258 |
| | 4 | 119,669 | 121,464 | 123,286 | 126,252 |



| | | | | | |
|----|---|----------------|----------------|----------------|----------------|
| | 5 | 122,525 | 124,363 | 126,228 | 129,253 |
| 9 | 1 | 123,665 | 125,520 | 127,403 | 130,451 |
| | 2 | 125,374 | 127,254 | 129,163 | 132,246 |
| | 3 | 127,665 | 129,580 | 131,523 | 134,654 |
| | 4 | 129,649 | 131,594 | 133,568 | 136,739 |
| 10 | 1 | 131,074 | 133,040 | 135,036 | 138,237 |
| | 2 | 136,786 | 138,838 | 140,920 | 144,239 |
| | 3 | 139,643 | 141,737 | 143,864 | 147,241 |
| | 4 | 142,500 | 144,637 | 146,807 | 150,243 |
| | 5 | 145,345 | 147,525 | 149,738 | 153,233 |
| | 6 | 148,199 | 150,422 | 152,678 | 156,232 |

SCHEDULE 3: CASUAL ACADEMIC RATES OF PAY (HOURLY RATES)

| Casual | Rate | Code | 3.25% + \$500 increase to base salaries from first full pay on or after 30 Jan 2023 | 1.5% increase from first full pay on or after 30 January 2024 | 1.5% increase from first full pay on or after 30 June 2024 | 2.0% + \$500 increase from first full pay on or after 30 January 2025 |
|-----------------------------|------|--|--|--|---|---|
| Lecturer | A | LECB | 209.97 | 213.12 | 216.33 | 221.64 |
| | B | LECD | 279.96 | 284.16 | 288.44 | 295.52 |
| | C | LECS | 349.95 | 355.20 | 360.55 | 369.40 |
| | D | LECR | 139.98 | 142.08 | 144.22 | 147.76 |
| Tutor | E | TUT | 151.29 | 153.57 | 155.85 | 159.93 |
| | F | TUTR | 100.86 | 102.38 | 103.90 | 106.62 |
| | G | TUT2* | 179.88 | 182.58 | 185.34 | 189.99 |
| | H | TUTR2* | 119.92 | 121.72 | 123.56 | 126.66 |
| Music | I | MUS | 100.86 | 102.38 | 103.90 | 106.62 |
| Accompanying | J | MUS2* | 119.92 | 121.72 | 123.56 | 126.66 |
| Clinical Nurse Education | K | CNE | 100.86 | 102.38 | 103.90 | 106.62 |
| | L | CNEL | 75.65 | 76.79 | 77.93 | 79.97 |
| | M | CNE2* | 119.92 | 121.72 | 123.56 | 126.66 |
| | N | CNEL2* | 89.94 | 91.29 | 92.67 | 95.00 |
| Marking | O | MAR I | 50.43 | 51.19 | 51.95 | 53.31 |
| | P | MAR II | 50.43 | 51.19 | 51.95 | 53.31 |
| | Q | MAR III* | 59.96 | 60.86 | 61.78 | 63.33 |
| | | Marking or examination of postgraduate thesis to be paid by honorarium | | | | |
| Other Academic Activity | R | OTH | 50.43 | 51.19 | 51.95 | 53.31 |
| | S | OTH2* | 59.96 | 60.86 | 61.78 | 63.33 |

SCHEDULE 4: CASUAL INDIGENOUS STUDY SUPPORT OFFICER RATES OF PAY (HOURLY RATES)



| Casual | 3.25% + \$500 increase to base salaries from first full pay on or after 30 Jan 2023 | 1.5% Increase from first full pay on or after 30 January 2024 | 1.5% Increase from first full pay on or after 30 June 2024 | 2.0% + \$500 Increase from first full pay on or after 30 January 2025 |
|--|---|---|--|---|
| Indigenous Study Support Officer – Individual Support | \$50.43 | \$51.18 | \$51.95 | \$53.31 |
| Indigenous Study Support Officer – Individual Support (where the employee holds a PhD) | \$51.03 | \$51.79 | \$52.57 | \$53.94 |
| Indigenous Study Support Officer –Group Support | \$59.96 | \$60.86 | \$61.77 | \$63.33 |



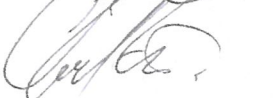
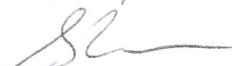
**Southern Cross
University**

SIGNATURE PAGE

Signed for and on behalf of SOUTHERN CROSS UNIVERSITY:

Signature:  Print Name: Tyrone Carlin
Authority to Sign: Vice-Chancellor and President
Date: 9/11/2022
Address: Military Road, East Lismore, NSW, 2480
Witness Signature:  Witness name: Brendon Nelson

Signed for and on behalf of the CPSU, the COMMUNITY AND PUBLIC SECTOR UNION:

Signature:  Print Name: Stuart Little
Authority to Sign: BRANCH SECRETARY of the CPSU-SPSF BRANCH of the CPSU
Date: 10/11/2022
Address: PSA HOUSE, 160 CLARENCE ST, SYDNEY NSW 2000
Witness Signature:  Witness name: Shelley Odewahn

Signed for and on behalf of the NTEU, the NATIONAL TERTIARY EDUCATION UNION:

Signature: _____ Print Name: _____
Authority to Sign: _____
Date: _____
Address: _____
Witness Signature: _____ Witness name: _____

APPENDIX A: MINIMUM STANDARDS FOR ACADEMIC STAFF

Academic work at Southern Cross University is based on a flexible and individually negotiated framework encompassing scholarship and service. Scholarship is categorised as scholarship of discovery, scholarship of integration, scholarship of application and scholarship of teaching. An academic can negotiate or be appointed to a work activity profile that encompasses one or more of the scholarship categories plus service.

The academic levels are differentiated by level of complexity, degree of autonomy, leadership requirements of the position and level of achievement of the academic. The responsibilities of academic staff may vary according to the specific requirements of the University to meet its objectives, to different discipline requirements and/or to individual staff development.

An academic appointed to a particular level may be assigned and may be expected to undertake, responsibilities and functions of any level up to and including the level to which the academic is appointed or promoted. In addition, an academic may undertake elements of the work of a higher level in order to gain experience and expertise consistent with the requirements of Southern Cross University's promotion processes.

The following minimum standards for academic levels (MSAL), inclusive of creative disciplines, will not be used as a basis for claims for reclassification:

Level A

A Level A academic will work with the support and guidance from more senior academic staff and is expected to develop his or her expertise in one or more categories of scholarship with an increasing degree of autonomy. A Level A academic will normally have completed four years of tertiary study or equivalent qualifications and experience and may be required to hold a relevant higher degree.

A Level A academic will be required to contribute to one or more categories of scholarship at Southern Cross University, at a level appropriate to the skills and experience of the employee, and/or engage in professional activities appropriate to his or her profession or discipline, and undertake administration primarily relating to his or her activities at Southern Cross University. The contribution to teaching of Level A academics will be primarily at undergraduate and graduate diploma level.

A Level A academic will typically conduct scholarship activities under limited supervision either independently or as a member of a team and will normally hold a relevant higher degree. A Level A academic will normally work under the supervision of academic staff at Level B or above, with an increasing degree of autonomy as the academic gains skills and experience. Depending on their qualifications, a Level A academic may supervise research students and may publish the results of research conducted as sole author or in collaboration. He or she will undertake administration primary relating to his or her activities at Southern Cross University.

Level B

A Level B academic will be required to engage in one or more categories of scholarship on an independent or team basis in his or her discipline or related area. A Level B academic will make an independent contribution through professional practice and expertise and coordinate and/or lead the activities of other staff, as appropriate to the discipline.

A Level B academic may be required to contribute to the scholarship of teaching at undergraduate, honours and postgraduate level, engage in independent research and/or professional activities appropriate to his or her profession or discipline. He or she will normally undertake administration primarily relating to his or her

activities at Southern Cross University and may be required to perform the full academic responsibilities of and related administration for the coordination of an award program of Southern Cross University.

A Level B academic may be required to supervise postgraduate research students or projects. A Level B academic would normally have experience in scholarship activities, which have resulted in publications in refereed journals or other demonstrated scholarship activities.

Level C

A Level C academic will make a significant contribution to the discipline at the national level. In one or more categories of scholarship he or she will make original contributions, which expand knowledge or practice in his or her discipline.

A Level C academic will make a significant contribution to the scholarship and administration activities of an organisational unit or an interdisciplinary area at undergraduate, honour and postgraduate level. He or she will play a major role or provide a significant degree of leadership in scholarship and/or professional activities relevant to the profession, discipline and/or community and may be required to perform the full academic responsibilities of and related administration for the coordination of a large award program or a number of smaller award programs of Southern Cross University.

A Level C academic will make independent and original contributions to one or more categories of scholarship, which have a significant impact on his or her field of expertise. The work of the academic will be acknowledged at a national level as being influential in expanding the knowledge of his or her discipline. This standing will normally be demonstrated by a strong record of published work or other demonstrated scholarship activities. A Level C academic will normally provide leadership in research training and supervision.

Level D

A Level D academic will make an outstanding contribution to one or more categories of scholarship and the administration activities of an organisational unit, including a large organisational unit, or interdisciplinary area.

A Level D academic will make an outstanding contribution to the governance and collegial life inside and outside of Southern Cross University and will have attained recognition at a national or international level in his or her discipline. He or she will make original and innovative contributions to the advancement of scholarship in his or her discipline.

A Level D academic will make major original and innovative contributions to his or her field of study, which are recognised as outstanding nationally or internationally. A Level D academic will play an outstanding role within Southern Cross University, discipline and/or profession in fostering the scholarship activities of others, which may include research training.

Level E

A Level E academic will provide leadership and foster excellence in one or more categories of scholarship and policy development in the academic discipline within Southern Cross University and within the community, professional, commercial or industrial sectors.

A Level E academic will have attained recognition as an eminent authority in his or her discipline, will have achieved distinction at the national level and may be required to have achieved distinction at the international level. A Level E academic will make original, innovative and distinguished contributions to scholarship in his or her discipline. He or she will make a commensurate contribution to the work of Southern Cross University.

A Level E academic will typically have achieved international recognition through original, innovative and distinguished contributions to his or her field of scholarship, which is demonstrated by sustained and distinguished performance. A Level E academic will provide leadership in his or her field of scholarship within Southern Cross University, discipline and/or profession and within the scholarly and/or general community, which may include fostering excellence in research, research policy and research training.

APPENDIX B: PROFESSIONAL STAFF SECONDARY CLASSIFICATION DESCRIPTORS

Instructions for Using the Classification Descriptions

1. These descriptors present the classification standards used at Southern Cross University for determining the classification of positions.
2. The classification dimensions covering task level, judgement and problem solving, and organisational relationships and impact.
3. These descriptors are designed to be used as follows:
 - a. each position should be privately reviewed and rated by each committee member. Committee members should then compare their assessments, discuss the reasons for any variations between the ratings given by different committee members and then seek to reach an agreed rating of the position,
 - b. a position should be rated against each of the five generic dimensions: training; task; judgement and problem solving; supervision and independence; and organisational relationships and impact,
 - c. the ratings given should be recorded on the classification work sheet. Committee members should also record any aspects of the position description:
 - i. which need to be checked or clarified with the job holder or their supervisor before a decision is made, and or
 - ii. which particularly influenced the classification allocated,
 - d. the content of a descriptor for one dimension should be read in its horizontal and vertical context - against the descriptors above, below and across from it. For example, if it is accepted that a position requires a degree, then the task level for that position would on the face of it require some conceptual understanding, otherwise why is a degree level of knowledge required to perform the duties of the position,
 - e. a position should be rated at the level of best fit for each dimension. When ascertaining the level of best fit, committee members should ensure that they read the descriptor as a whole (also see point 4 below) and review the definitions at least one level above and below the level of their initial match, and
 - f. where the ratings for a position vary across the different dimensions, then the classification of the position should normally be based on the average of the different dimension scores. In particular, the overall classification should not be determined on the score ascribed to any one dimension, unless
 - i. the position requires a degree level of training, in which case it will be classified at level 5 or above, or
 - ii. the position requires an associate diploma level of training, in which case it will be classified at level 4 or above.
4. The Training Level descriptor defines the level of training that will typically be required by jobs at each classification level. When using this descriptor it is very important to keep the following points in mind:

- a. the descriptor defines the level of knowledge required for positions at each level, not the level of education, training or experience possessed by the job holder,
 - b. the descriptor, at each level, provides some examples of the levels and combinations of education, training and experience which apply at that level. These are, however, only examples, against which other combinations can be tested for equivalence,
 - c. assessing equivalence should take into account different levels of education, training and experience, and different combinations of each of these factors. Relevant experience may well, for example, be held to be equivalent to formal qualifications, depending on the position involved,
 - d. references to qualifications, and the relativities on which the 10 level structure is based, rely on the definitions for different types of qualifications provided at page 2 of the descriptors. These definitions must be used when applying the descriptors.
5. The descriptors commonly specify a number of requirements, followed by some other conditions which may apply. For example, "Judgement and Problem Solving", at level 5, states "Will be expected to exercise initiative.....may make regular operational decisions...". The optional criteria are not a substitute for the required criteria. The optional criteria will, however, assist in clarifying the placement of a position by either:
 - a. capturing an aspect of the position being reviewed, or
 - b. by providing a guide to what can be expected, as a basis for assessing equivalence. For example, a position may not use word processing software ("Task" descriptor, level 3), but it may do something which the committee believes is equivalent to that task.
6. When classifying a position, the following classification rules should be adhered to:
 - a. Before attempting to rate a position, classification committee members should carefully review the full position description. The rating given on each dimension of the descriptors will rely on the committee members' understanding of the whole job. Where information about the job which is not contained in the position description is being used, care should be taken to ensure that additional information is correct and that it is shared equally between committee members.
 - b. the classification should be wholly based on the criteria contained in these descriptors. It should not be based on such criteria as the content of previous obsolete position classification standards, the current classification of the position, the gender of the occupant or preconceived notions about the work value of or market rates for particular jobs, skills or occupations,
 - c. when interpreting the classification criteria, the committee may compare one position to another, to assist in establishing relativities and ensuring consistent interpretation of the criteria. However, such comparisons should only be made between positions which have been classified using these criteria,
 - d. the classification should be based on the duties, responsibilities and knowledge requirements of the position described in the position description. It should not be influenced by the performance of the job holder,

- e. the classification should relate to the position being reviewed. It should not incorporate other positions the job holder might work in from time to time,
- f. a critical reading of the position description should take into account the different ways that the same set of duties can be described. It is important to ensure that it is the position which is being classified, not the capacity of the job holder or the interviewer to present the position, and
- g. the classification should be based on the whole job. It is important to take each aspect of the position into account, rather than basing the classification of the position on only one aspect of the job. In particular, many positions contain duties which are at varying levels of complexity and responsibility. It would be perverse to base the classification decision on the less complex part of the job; equally care should be taken not to be overly influenced by a complex but relatively unimportant aspect of the position. All knowledge and responsibilities which are integral or critical to the structure of the position should be fully taken into account in the classification outcome.

Chart One

Training Level or Qualifications and Task Level & Classification Descriptors, by Dimension

7. These two dimensions cover the type and duration of training which the duties of the classification level typically require for effective performance and the level at which staff apply the required level of training. Training is the process of acquiring skills and knowledge through formal education, on the job instruction or exposure to procedures. Task level should provide an explanation of the stated level of qualification, training or experience for the job concerned. Hence, training level and task level should normally be scored within one level of each other. Where different scores are obtained, the evaluation decision should be reviewed. Where a difference remains, the position description may require review; in particular to check that qualification requirements have not been under or over stated.

Qualification definitions

| | | | |
|-------------------------------|--|-----------------------------|--|
| Year 12 | Completion of Year 12 of secondary school. | Trade Certificate | Completion of an apprenticeship, normally of four years duration, or equivalent recognition. |
| Post-trade Certificate | A course of study over and above and augmenting a trade certificate and less than an advanced certificate. | Advanced certificate | A one year full time post-Year 12 or post-trade certificate course (or a two year full time course without Year 12). |
| Certificate | A one to two year full time or four year part time course, without a Year 12 prerequisite. | Associate diploma | A two year full time or four year part time course with a Year 12 prerequisite. |
| Degree | A recognised degree or three year full time diploma from a tertiary institution. The degree may take between 3 and 5 years to complete on a full time basis, and may be combined with a graduate certificate or diploma. | Higher degree | A recognised Masters Degree or Doctoral Award (for the purposes of these descriptors, a post graduate certificate or diploma of up to one years full time study is included in the same category as a degree and is not included in this postgraduate category). |

| Level | Training Level Descriptor | Task Level Descriptor |
|----------------|--|--|
| Level 1 | Perform duties which do not require formal qualifications (as defined above) or work experience prior to engagement. Structured on the job training will be provided to entrants at this level. | <p>Straightforward manual duties, or elements of level 2 duties under close supervision and structured on the job training. Some knowledge of materials, eg, cleaning chemicals and hand tools, may be required. Established procedures exist.</p> <p>Perform repetitive tasks, covered by instructions and procedures, which usually require less than one month of on the job training to achieve competence. Able to follow clear instructions. Some knowledge of materials , eg, cleaning chemicals and hand tools, may be required. Associated with manual duties or elements of level 2 duties performed under close supervision in conjunction with structured on the job training.</p> |
| Level 2 | <p>Perform duties at a skill level which requires:</p> <ul style="list-style-type: none"> # completion of year 12 with nought to 12 months relevant work experience, or # completion of year 10 and 2 to 3 years relevant work experience, <p>or an equivalent alternate combination of relevant knowledge, training and/or experience.</p> | <p>Perform a range of straightforward tasks where procedures are clearly established. May on occasion perform more complex tasks.</p> <p>Perform a range of similar tasks governed by instructions and procedures. Under instruction, may occasionally perform more complex tasks for which detailed procedures or standardised instructions exist and where assistance or advice is readily available. Task competency, including knowledge of the procedures to be followed, can be acquired through on the job training and/or short courses consistent with training level 2. Tasks may include menu driven data entry and clerical processing tasks based on adherence to straightforward procedures.</p> |

| | | |
|--------------------|---|---|
| Level 3 | <p>Perform duties at a skill level which requires:</p> <ul style="list-style-type: none"> # completion of a trades certificate, or # completion of Year 12, with at least 1 year's subsequent relevant work experience or further training, or # completion of Year 10 plus a certificate and one years relevant on the job experience, or # completion of an associate diploma with no relevant on the job experience, <p>or an equivalent alternate combination of relevant knowledge, training and/or experience. Staff advancing through this level may perform duties which require further on the job training or knowledge and training equivalent to progress toward completion of an advanced certificate or associate diploma.</p> | <p>Some complexity. Apply body of knowledge equivalent to trade certificate, including diagnostic skills and assessment of the best approach to a given task.</p> <p>Perform a variety of tasks, or a single task involving detailed sequential steps, requiring the practical application of acquired skills and knowledge. Exercise discretion within established work methods and procedures to diagnose problems, or to choose between alternate approved work methods or established procedures (ie, select the most suitable of a number of possible approaches) and to determine task sequences within established work routines. Guidance or development would normally be provided before new tasks or situations are handled. Tasks may involve written and verbal communication skills, numerical skills, organising skills, data collection, and the use of a range of equipment at a level of complexity equivalent to the standard use of word processing or equivalent software or to the application of skills gained through the acquisition of a single trade certificate.</p> |
|--------------------|---|---|

| | | |
|--------------------|---|---|
| Level 4 | Perform duties at a skill level which requires: | May undertake limited creative, planning or design functions; apply skills to a varied range of different tasks. |
| | # completion of an associate diploma level qualification with relevant work related experience (including experience gained in parallel with undertaking part time study), or | |
| | # completion of a certificate, post-trade certificate or advanced certificate and more than one years subsequent relevant experience, or | Perform a variety of tasks which require a sound working knowledge of technical or administrative procedures and an awareness of the main theoretical or policy principles which underlie these procedures. Knowledge is applied to recurring circumstances, at a level of complexity equivalent to using a range of computer software applications, with an extensive knowledge of at least one application, to assist with job assignments, to setting up, using and demonstrating a range of standard procedures, equipment use and/or experiments or to applying skills ranging across more than one trade. May involve the application of specialist skills (eg, operation of a word processing package to produce complex layouts, machine set-up or maintenance, guidance to others in the use of a limited range of equipment, application of advanced post trade skills to maintenance tasks) in clerical, trade or operational areas. |
| | # completion of a trade certificate and subsequent relevant experience leading to the development of areas of specialisation through a depth of skills, or to the application of skills normally associated with a number of separate trades, | |
| | or an equivalent alternate combination of relevant knowledge, training and/or experience. | |

| | | | |
|--------------|---|---|---|
| Level | Perform duties at a skill level which requires: | | Apply body of broad technical knowledge and experience at a more advanced level than Level 4, including the development of areas of specialist expertise. In professional positions, apply theoretical knowledge, at degree level, in a straightforward way. In administrative positions, provide interpretation, advice and decisions on rules and entitlements. |
| 5 | # | completion of a degree without subsequent relevant work experience, or | |
| | # | completion of an associate diploma with a range of experience including at least 2 years subsequent relevant work experience, or | |
| | # | completion of a certificate, a post-trades certificate or advanced certificate and extensive subsequent relevant experience, | Perform tasks which require a knowledge of and the standard application of theoretical principles, procedures and techniques at the level of an inexperienced graduate working in their field of expertise. Alternatively, apply a depth or breadth of technical or procedural expertise, which includes an sound appreciation of the advanced technical concepts, or theoretical and/or policy issues involved, in a particular functional area or to a set of related activities. Work will involve the application and interpretation of policies, manuals, procedures or guidelines (for example, the trialing of and reporting on experiment modifications for laboratory practicals, or the application of a substantial set of rules to the consideration of varying individual cases). Work may involve facilitating or ensuring compliance with established rules, codes or regulations. |
| | | or an equivalent alternate combination of relevant knowledge, training and/or experience. | |

| | | |
|--------------------|--|---|
| Level 6 | <p>Perform duties at a skill level which requires :</p> <ul style="list-style-type: none"> # a degree with subsequent relevant experience, or # extensive experience, leading to either the development of specialist expertise or to the development of broad knowledge, in technical or administrative fields, <p>or an equivalent alternate combination of relevant knowledge, training and/or experience.</p> | <p>Perform work assignments guided by policy, precedent, professional standards and managerial or technical expertise. Employees would have the latitude to develop or redefine procedure and interpret policy so long as other work areas are not affected. In technical and administrative areas, have a depth or breadth of expertise developed through extensive relevant experience and application.</p> <p>Perform tasks which are guided by policy, precedent or objectives and, where relevant, by professional standards applied to a range of assignments. Positions at this level require a conceptual understanding of relevant policies, procedures or systems and interpretation in the application of policy and/or precedent. The line management of one or several closely related areas may be required. In technical positions the investigation of a range of operating and design issues may be a key duty at this level. Staff have some latitude to develop or redefine procedures. In technical and administrative areas, have a depth or breadth of expertise developed through extensive relevant experience and application.</p> |
|--------------------|--|---|

| | | |
|--------------------|---|---|
| Level 7 | <p>Perform duties at a skill level which requires:</p> <ul style="list-style-type: none"> # a degree with at least 4 years subsequent relevant experience to consolidate and extend the theories and principles learned, or # extensive experience and management expertise , <p>or an equivalent alternate combination of relevant knowledge, training and/or experience.</p> | <p>Independently relate existing policy to work assignments or rethink the way a specific body of knowledge is applied in order to solve problems. In professional or technical positions, may be a recognised authority in a specialised area.</p> <p>Perform tasks requiring the application of substantial theoretical and technical knowledge and experience to a range of issues and circumstances requiring considerable interpretation. Tasks will require skills in research, evaluation or interpretation of data. May have operational responsibility for staff delivering significant administrative, technical or professional services, including the provision of advice on procedures, systems, priorities and budgets for the function concerned to more senior managers. May provide consultancy advice to others. May be recognised within the University as the expert in a specialised area of theoretical, policy or technical complexity.</p> |
|--------------------|---|---|

| | | |
|--------------------|---|---|
| Level 8 | <p>Perform duties at a skill level which requires:</p> <ul style="list-style-type: none"> # a degree with substantial extension of the theories and principles, learned through experience, or # a range of management experience, or # postgraduate qualifications, or progress towards postgraduate qualifications with extensive relevant experience, <p>or an equivalent alternate combination of relevant knowledge, training and/or experience.</p> | <p>Work at this level is likely to require the development of new ways of using a specific body of knowledge which applies to work assignments, or may involve the integration of other specific bodies of knowledge.</p> <p>Performs tasks requiring the integration of substantial theoretical (or policy) and technical knowledge to either manage significant programs, or develop, review or evaluate significant policies, programs or initiatives. The development and application of new principles and technology may be required. Duties may span a range of activities in a complex or specialised environment. Expert advice may be provided on a professional or consultancy basis to achieve recognition outside of the University.</p> |
| Level 9 | <p>Perform duties at a skill level which requires:</p> <ul style="list-style-type: none"> # extensive management expertise and supporting experience, or # postgraduate qualifications and extensive relevant experience, <p>or an equivalent alternate combination of relevant knowledge, training and/or experience.</p> | <p>Demonstrated capacity to conceptualise, develop and review major professional, management or administrative policies at the corporate level. Significant high level creative, planning and management functions. Responsibility for significant resources.</p> <p>Plan, development and review major professional, management or administrative policies. Make a significant high level creative, planning or management contribution. Have a strong impact on the deployment of significant resources.</p> |

| | | |
|---------------------|--|--|
| Level 10 | <p>Perform duties at a skill level which requires :</p> <ul style="list-style-type: none"> # experience and expertise in the management of significant human and material resources, or # postgraduate qualifications and extensive relevant experience, or # experience and expertise in the provision of strategic policy advice affecting the direction of the University, <p>or an equivalent alternate combination of relevant knowledge, training and/or experience.</p> | <p>Complex, significant and high level creative planning, program and managerial functions with clear accountability for program performance. Comprehensive knowledge of related programs. Generate and use a high level of theoretical and applied knowledge.</p> <p>Conceptualise, develop, review and be accountable for the operation of major professional, management or administrative policies. Significant high level creative, planning and management functions. Responsible for significant resources, or have a strong impact on the deployment of significant resources.</p> |
|---------------------|--|--|

CHART TWO

Judgement and Problem Solving

1. Judgement is the ability to make sound decisions, recognising the consequences of decisions taken or actions performed. Problem solving is the process of defining or selecting the appropriate course of action where alternative courses of action are available.

Level of Supervision and Independence

2. This dimension covers both the way in which positions are supervised, managed or held accountable, the degree of independence which applies and the role of the position in supervising or managing other staff, contractors, students or clients.
3. Supervision is distinguished, under this dimension, from line management and management. Supervision refers to providing day to day guidance, assistance and control to staff. It includes on the job training, work allocation and attendance monitoring. Line management refers to processes of reviewing performance against objectives and/or job requirements, of contributing to local procedures and job design to achieve section objectives, allocating resources within agreed levels and categories and participating in the selection and promotion of staff. Management adds to line management the setting of longer term priorities and objectives, the of shaping organisational structures and a greater influence over the size and composition of the resources available.

Organisational relationships and impact

4. The level of knowledge and awareness of the organisation, its structure and functions that would be expected of staff at each proposed classification level, the purposes to which that organisational knowledge may be put, the impact which will result and the communicating, co-ordinating and influencing skills which may be required.

| Level | Judgement and Problem Solving | Level of Supervision & Independence | Organisational relationships and impact |
|---------|---|--|---|
| Level 1 | <p>Resolve problems where alternatives for the job holder are limited and the required action is clear or can be readily referred to higher levels.</p> <p>Resolve problems where the situations encountered are repetitive, the alternatives for the job holder are limited and readily learned, and the required action is clear or can be readily referred to higher levels.</p> | <p>Clear and detailed instructions are provided. Tasks are covered by standard procedures. Responses to unfamiliar situations are determined at higher levels. Work is regularly checked.</p> <p>In the case of experienced staff working alone and following set routines, some latitude to rearrange sequences and discriminate between established methods.</p> | <p>May provide straightforward information to others on building or service locations.</p> <p>Tasks are basically self contained, with the impact of established procedures on other people or work areas being the concern of more senior staff. May provide straightforward information to others on building or service locations. Staff follow procedures and demonstrate</p> |

| | | | |
|------------|---|--|--|
| | | | basic courtesy in their dealings with others. |
| Level 2 | <p>Solve relatively simple problems with reference to established techniques and practices. Will sometimes choose between a range of straightforward alternatives. An employee at this level will be expected to perform a combination of various routine tasks where the daily work routine will allow the latitude to rearrange some work sequences, provided the prearranged work priorities are achieved.</p> <p>Problems encountered are similar and the relevant response is covered by established procedures/instructions. The choices to be made between alternate actions follow familiar patterns and assistance is available when unusual circumstances are encountered or when established responses are not effective. May exercise judgement over task sequencing on a day to day basis.</p> | <p>Direction is provided on the tasks to be undertaken. The job holder has some limited discretion to choose between established methods and sequences provided set priorities and timetables are met. The approach to standard circumstances is covered in procedures and checked on a selective basis. Non standard or more complex tasks will be subject to detailed instructions and checking.</p> | <p>Following training, may provide general information/advice and assistance to members of the public, students and other staff which is based on a broad knowledge of the employee's work area/responsibility, including knowledge of the functions carried out and the location and availability of particular personnel and services.</p> <p>Relay information on requirements or procedures in own work area where interpretation or problem solving is not required, or perform tasks which may involve providing a general directory service to members of the public, students and other staff (eg, advise on the location, role and availability of personnel and services). Use courtesy and tact in dealing with others.</p> |
| Level 3 | <p>Exercise judgement on work methods and task sequence within specified timelines and standard practices and procedures.</p> | <p>Direction is provided on the assignments to be undertaken, with the occupant determining the appropriate use of established methods, tasks and sequences, where task</p> | <p>Perform tasks/assignments which require knowledge of the work area processes and an understanding of how they interact with other related areas and processes.</p> |

| | | | |
|------------|--|--|---|
| | <p>Problems encountered are similar, but responses will be based on learned methods, precedent, practices and experience. Initiative and interpretation in the application of procedures may be required. Where the opportunity arises, will make suggestions and develop local job specific systems to assist in the completion of allocated tasks. Will exercise some judgement over when to refer matters or seek assistance. Assistance, when required, is available.</p> | <p>objectives are well defined and the</p> <p>choices made are between a range of straightforward alternatives.</p> <p>Guidance on the approach to non standard, more complex or new circumstances will be provided by others.</p> <p>This is the first level where the supervision of other staff may be required, where those staff perform a range of straightforward tasks, following set procedures or routines. May assist in the provision of on the job training to other staff.</p> | <p>Perform tasks which require sufficient knowledge and sensitivity to take the impact of actions on other people or work areas into account when selecting between established work methods and when adjusting work sequences. May provide information requiring some depth of knowledge in own work area, which the recipients will use as an input to their own work or actions. May require familiarity with the interrelationships between related work areas.</p> |
| Level 4 | <p>In trades positions, extensive diagnostic skills. In technical positions, apply theoretical knowledge and techniques to a range of procedures and tasks. In clerical/secretarial positions, provide factual advice which requires proficiency in the work area's rules and regulations, procedures requiring expertise in a specialist area or broad knowledge of a range of personnel and functions.</p> <p>Standard situations will be encountered for which a range and combination of responses will be available requiring discrimination between alternatives and some understanding of the</p> | <p>Direction is provided on the assignments to be undertaken, with the occupant determining the appropriate use of established methods, tasks and sequences, where some situations are not directly addressed in procedures and choices are made which require an understanding of a well defined policy framework and recourse to technical knowledge. May supervise, provide on the job training and assistance to, or co-ordinate others performing a range of tasks within a single work unit, including liaison with staff at higher levels. May undertake stand alone work.</p> | <p>Perform tasks/assignments which require proficiency in the work area's rules, regulations, processes and techniques, and how they interact with other related functions.</p> <p>Have a sound knowledge of the impact of the activities undertaken on other related functions or sections. Will perform tasks where any advice which is provided is based on some depth of knowledge such that the information conveyed will normally influence how other work areas or individuals frame their actions or procedures. Will take the needs of others into account when selecting between work</p> |

| | | | |
|---------|--|---|--|
| | <p>principles or policies underlying established procedures or systems to guide the choices made. Will contribute to local procedures and systems. May perform tasks, or make recommendations for decisions, requiring the interpretation of a set of relatively straightforward rules, guidelines, manuals or technical procedures.</p> | <p>methods and sequences. May interpret procedures to assist others and will make recommendations, where relevant case experiences arise, to more senior staff on changes to procedures, schedules or routines to facilitate good relations between work units or with clients. May provide support by co-ordinating staff with a range of roles to play, including staff at more senior levels, to contribute to assignments or projects.</p> | |
| Level 5 | <p>In professional positions, solve problems through the standard application of theoretical principles and techniques at degree level. In technical positions, apply standard technical training and experience to solve problems. In administrative positions, may apply expertise in a particular set of rules or regulations to make decisions, or be responsible for co-ordinating a team to provide an administrative service.</p> <p>A range of differing situations will be encountered requiring judgement based on theoretical and technical knowledge. Will be expected to exercise initiative in the application of systems and procedures. May contribute to decision making by applying a thorough</p> | <p>Major job duties are specified in position documentation or equivalent role statements, supplemented by assignment allocation as relevant. Use theoretical and technical knowledge to interpret procedures (provided that in some positions, a lesser degree of independence may apply as part of a development program prior to professional admission). May supervise staff and have some responsibility for the day to day operation of a discrete work unit or the leadership of a small team, including setting priorities, meeting service standards and assisting with the monitoring or review of systems.</p> | <p>As for Level 4</p> <p>Apply a detailed knowledge of work unit policies, systems and procedures, and their interaction with policies, systems and procedures in any related areas, to respond to complex but standard circumstances and to advise, assist and influence others.</p> |

knowledge of a complex set of rules, activities or procedures to particular cases, to make recommendations for authorisation by more senior staff. May make regular operational decisions on the provision, availability or deployment of resources and services which impact outside the immediate work unit or on clients.

| | | | |
|------------|---|---|--|
| Level 6 | <p>Discretion to innovate within own function and take responsibility for outcomes; design, develop and test complex equipment, systems and procedures; undertake planning involving resources use and develop proposals for resource allocation; exercise high level diagnostic skills on sophisticated equipment or systems; analyse and report on data and experiments.</p> <p>Solve both common and unusual problems. Identify responses to new circumstances for consideration by others. Some discretion to innovate within own function and take responsibility for outcomes, which may include the development of section procedures and management strategies.</p> <p>May apply theoretical (or policy) and technical knowledge to design, review, develop or test complex equipment, systems or procedures. May exercise high level diagnostic skills on sophisticated equipment or systems and/or analyse and report on data or experiments. May use considerable technical skills to design equipment to a limited brief and to liaise with equipment users to better define requirements.</p> | <p>Major job duties are specified in position documentation or equivalent role statements, supplemented by assignment allocation as relevant. Within policy, will set medium term priorities and monitor work flows and systems within an area of responsibility (ie, for own position and for a team or section if applicable). May have extensive supervisory responsibility or some line management responsibility for staff at task level 5 or below performing a set of related functions. May have indirect reports coming to the position.</p> | <p>Perform tasks/assignments which require proficiency in the work area's existing rules, regulations, processes and techniques and how they interact with other related functions, and to adapt those procedures and techniques as required to achieve objectives without impacting on other areas.</p> <p>Provide authoritative advice in the context of a wide range of issues or circumstances. Adapt procedures or techniques as required to achieve objectives, where these changes are within policy and either their impact is restricted to the work unit(s) concerned or, alternatively, changes arise out of liaison with other areas, meet the mutual needs of the groups concerned and are pursued in concert with them. May provide influential input to policy or systems development on the basis of expertise in the operational aspects of current systems and their impact.</p> |
|------------|---|---|--|

| | | | |
|------------|--|---|---|
| | May undertake planning involving resource use or develop proposals for resource allocation. Work at this level may require the ability to investigate, interpret or evaluate information where considerable interpretation of existing regulations, policies or procedures is required. | | |
| Level 7 | Independently relate existing policy to work assignments, rethink the way a specific body of knowledge is applied in order to solve problems, adapt procedures to fit policy prescriptions or use theoretical principles in modifying and adapting techniques. This may involve stand alone work or the supervision of others in order to achieve objectives. It may also involve the interpretation of policy which has an impact beyond the immediate work area. | <p>Direction is provided in terms of objectives. A contribution to the planning of work programs and the review, development or modification of procedures (within policy) by the employee will be required.</p> <p>May have line management responsibility for staff performing a related set of functions, usually with distinct areas of expertise. Management at this level may include the allocation of responsibilities, review of performance, training and development of staff and development or oversight of program procedures, priorities and quality control systems. Advice will be provided to staff at higher levels on program objectives, organisational structures and budget expenditure.</p> | <p>Detailed knowledge of academic and administrative policies and the interrelationships between a range of policies and activities.</p> <p>Exercise a detailed knowledge of the interrelationships between a range of diverse policies and activities. Will be expected where required to negotiate solutions where a range of interests have to be accommodated, often requiring working with contributors with different areas of expertise. May develop proposals or recommendations which co-ordinate the interests of separate work units or contributors around a particular program, function or objective and share some accountability for the decisions taken, without normally being responsible for final authorisation.</p> |

| | | | |
|------------|--|---|--|
| | <p>Apply theoretical knowledge or management or policy expertise to bring together diverse and or conflicting information to solve new or one off problems, to develop innovative methodologies, to analyse a situation and propose new responses or solutions or to take a leading role in the application of proven techniques involving considerable theoretical and technical sophistication. Responsible for monitoring, reviewing and developing procedures in own functional area. Able to cross specialist, organisational or functional boundaries to co-ordinate actions and propose initiatives. Focus on objectives rather than procedures and precedents.</p> | | |
| Level 8 | <p>Responsible for program development and implementation. Provide strategic support and advice to schools or faculties requiring integration of a range of university policies and external requirements, and an ability to achieve objectives operating within complex organisation structures.</p> <p>Develop systems, or programs (including priorities, policies and procedures) within closely defined statements of role objectives. May require new responses</p> | <p>Will advise on and have substantial influence over the establishment of priorities, programs and/or budgets (formulation and expenditure) for a major area. Will have scope to reset priorities or resources within overall program objectives or between positions or sections for which the position has line management responsibility.</p> | <p>The employee would be expected to make policy recommendations to others and to implement programs involving major change which may impact on other areas of the institution's operations.</p> <p>Responsible for managing, co-ordinating activity around or implementing a number of programs or functions which may impact other areas of the University and which require a thorough knowledge of overall University policies and the external environment (eg, government legislation,</p> |

| | | | |
|-------------|--|--|---|
| | based on the integration of a range of knowledge, policies or procedures, or by drawing together the interests of several functional areas. | | guidelines and requirements). Would normally play a leading role in developing proposals and co-ordinating agreement for change or development in the areas for which the position is responsible. May effectively commit the University to significant expenditure or income proposals, or to a public policy stance, though formal authorisation would be provided at a higher level. |
| .Level 9 | <p>Responsible for program development and implementation. Provide strategic support and advice to schools or faculties requiring integration of a range of internal and external policies and demands, and an ability to achieve objectives operating within complex organisation structures.</p> <p>Develop systems, or programs (including priorities, policies and procedures) within given broad statements of role objectives, where considerable latitude or input applies in the initial definition of the role objectives and/or where implementation responsibilities have been substantially devolved, subject to agreed budgets and periodic review against performance objectives. Have independence in the allocation of resources within</p> | <p>Manage programs, including, as relevant, setting longer term priorities and objectives, the shaping of organisational structures and influence over the size and composition of the resources available. Alternatively, work in a situation where job objectives, performance criteria and in some cases funding are proposed, developed and, in practical terms, determined by the job holder.</p> | <p>Conceptualise, develop and review major policies, objectives and strategies involving high level liaison with internal and external client areas. Responsible for programs involving major change which may impact on other areas of the institution's operations.</p> <p>Develop and review major policies, objectives, programs or strategies involving high level liaison with internal and external client areas, including framing the relevant internal consultation and negotiation strategies. Responsible for proposing and implementing programs involving major change which may impact on other areas of the institution's operations.</p> |

constraints established by senior management.

| | | | |
|----------|--|---|--|
| Level 10 | <p>Be fully responsible for the achievement of significant organisational objectives and programs.</p> <p>Responsible for the achievement of objectives and programs affecting a significant organisational area at Faculty level or equivalent. May be an influential contributor to decisions over the allocation or use of substantial resources.</p> | <p>Substantial management responsibility, usually for a diverse set of functions, including responsibility for setting and reviewing longer term performance criteria and objectives. Alternatively, work in a situation where job objectives, performance criteria and funding are proposed, developed and, in practical terms, determined by the job holder.</p> <p>May have responsibility for approving substantial budget expenditure.</p> | <p>Bring a multiperspective understanding to the development, carriage, marketing and implementation of new policies; devise new ways of adapting the organisation's strategies to new, including externally generated, demands.</p> <p>Taking into account the views and interests of others, carry prime responsibility (that is, be the catalyst or driving force) for the development or significant amendment of policies or systems which will impact across the University. Responsibility for managing a substantial budget(s), including the discretion to re-allocate funds or priorities within budgets. May authorise significant expenditure items, or commit the University to significant contractual or resource obligations.</p> |
|----------|--|---|--|

THE FAIR WORK COMMISSION

FWC Matter No.: AG2022/4745

Applicant: Southern Cross University

Section 185 – Application for approval of a single enterprise agreement


Undertaking – Section 190

I, Professor Tyrone Carlin, Vice Chancellor, have the authority given to me by Southern Cross University to give the following undertakings with respect to the *Southern Cross University Enterprise Agreement 2021* ("**the Agreement**"):

1. The University undertakes that all casual academic employees must be engaged and paid for at least two hours of work on each occasion they are required to attend work by the University (inclusive of any incorporated time and payment for preparation or associated working time).
2. If the University were to engage apprentices, the University undertakes to pay apprentices:
 - (a) in accordance with clause 39 of the Agreement; or
 - (b) at least 10% above the relevant apprentice rates contained in the *Higher Education Industry—General Staff—Award 2020*,
whichever is higher.
3. The University undertakes that the exemption in clause 433 does not apply to any apprentice or fixed term employee whose employment is terminated at the University's initiative prior to the end of the term of the employee's contract.
4. The University undertakes that the Agreement does not cover Casual Indigenous Study Support Officers and that Schedule 4 has no effect.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Signature:



Date:

21 August 2023
